



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 39] नई दिल्ली, शनिवार, सितम्बर 26, 1987/आश्विन 4, 1909
No. 39] NEW DELHI, SATURDAY, SEPTEMBER 26, 1987/ASVINA 4, 1909

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके
Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than
the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 11 सितम्बर, 1987

का.आ. 2581—केन्द्रीय सरकार, दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 475 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, दण्ड न्यायालय और, यथास्थिति, सेना न्यायालय या तट रक्षक न्यायालय (अधिकारिता का समायोजन) नियम, 1978 का संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात्:—

1. (1) इन नियमों का संक्षिप्त नाम दण्ड न्यायालय और, यथास्थिति, सेना न्यायालय या तट रक्षक न्यायालय (अधिकारिता का समायोजन) नियम, 1987 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. दण्ड न्यायालय और, यथास्थिति, सेना न्यायालय या तट रक्षक न्यायालय (अधिकारिता का समायोजन) नियम, 1978 (जिन्हें इसके पश्चात् उक्त नियम कहा गया है) में उक्त नियमों के नियम के स्थान पर निम्नलिखित नियम रखा जाएगा :

87/1090 GI--1

“1. इन नियमों का संक्षिप्त नाम संघ सशस्त्र बल विधि के अधीन के व्यक्तियों का विचारण (अधिकारिता का प्रयोग) नियम, 1978 है।”

3. उक्त नियमों के नियम 2 के खण्ड (क) में—

(1) उपखण्ड (iii) के अंत में “और” शब्द जोड़ा जाएगा ;

(2) उपखण्ड (4) के अंत में “और” शब्द हटाया जाएगा ;

4. उक्त नियमों के नियम 8 में, “थल सेना, नौसेना, वायु सेना प्राधिकारी” शब्द के स्थान पर “थलसेना, नौसेना, वायु सेना या तट रक्षक प्राधिकारी” शब्द रखे जाएंगे।

[फा.सं. 2/2/85—जुडिशियल सेल]
के.सी. कनकन, संयुक्त सचिव

टिप्पण : मूल नियम का.आ. 488 तारीख 9 फरवरी, 1978 के अधीन अधिसूचित किए गए थे और तत्पश्चात् उनका का.आ. 4010 तारीख 24 नवम्बर, 1986 द्वारा संशोधन किया गया था।

MINISTRY OF HOME AFFAIRS

New Delhi, the 11th September, 1987

S.O. 2581.—In exercise of the powers conferred by sub-section (1) of section 475 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby makes the following rules further to amend the Criminal Courts and Court-martial or Coast Guard Court, as the case may be (Adjustment of Jurisdiction) Rules, 1978, namely:—

1. (1) These rules may be called the Criminal Courts and Court-martial or Coast Guard Court, as the case may be (Adjustment of Jurisdiction), Amendment Rules, 1987.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Criminal Courts and Court-martial or Coast Guard Court, as the case may be (Adjustment of Jurisdiction) Rules, 1978 (hereinafter referred to as the said rules, for rule 1, the following rule shall be substituted, namely:—

"1. These rules may be called the Trial of Persons, subject to Armed Forces Laws of the Union (Exercise of Jurisdiction) Rules, 1978".

3. In clause (a) of rule 2 of the said rules—

(i) in sub-clause (iii), the word "and" shall be added at the end;

(ii) in sub-clause (iv), the word "and" at the end shall be deleted.

4. In rule 8 of the said rules, for the words "military, naval or air force authorities", the words "military, naval, air force or coast guard authorities" shall be substituted.

[F. No. 2/2/85-Judl. Cell]

K. C. KANKAN, Jt. Secy.

Note: The principal rules were notified vide No. S.O. 488 dated the 9th February, 1978 and subsequently amended vide S.O. 4010 dated 24th November, 1986.

विस्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 30 जून, 1986

का.प्र. 2582.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 138 की उप-धारा (1) के खण्ड (क) के उप-खण्ड (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा लोक प्रायुक्त के कार्यालय, मध्य प्रदेश से सम्बद्ध मध्य प्रदेश विशेष पुलिस स्थापना के पुलिस अधीक्षक या इस से ऊपर के रैंक के प्रत्येक अधिकारी को उक्त खंड के प्रयोजार्थ प्राधिकारी के रूप में नियुक्ति करती है।

[सं. 7382 (फा. सं. 225/107/87-आ.क.नि.-II)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 30th June, 1987

S.O. 2582.—In exercise of the powers conferred by sub-clause (ii) of clause (a) to Sub-section (1) of Section 138 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies for the purposes of the said sub-clause every Officer of or above the rank of Superintendent of Police, of Madhya Pradesh Special Police Establishment attached to the Office of Lokayukt, Madhya Pradesh is specified as an authority for the purposes of the said clause.

[No. 7382 (F. No. 225/107/87-ITA. II)]

नई दिल्ली, 3 जुलाई, 1987

आयकर

का.प्र. 2583.—इस कार्यालय की दिनांक 26-8-86 की अधिसूचना सं. 6885 फा. सं. 203/88/86-आ.क.नि.-II के सिक्तिसि में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम, 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (iii) (वैतस/एक/तीन) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है:—

(i) यह कि सेंटर फॉर डिवेलपमेंट स्टडीज एण्ड एक्टिविटीज, पुणे अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पुष्कल लेखा रखेगा।

(ii) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त "संस्थान अपनी कुल आय तथा व्यय दस्तियां हुए अपने संपरोक्षित वार्षिक लेखों की तथा अपनी परि-संपत्तियां, वेनवारियां दस्तियां हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर प्रायुक्त को भेजेगा।

(iv) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व-विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रावधान-पत्र रद्द कर दिया जाएगा।

संस्था

"सेंटर फॉर डिवेलपमेंट स्टडीज एण्ड एक्टिविटीज पो. बा. नं. 843, रेकन जोमखाना, पुणे-411004."

यह अधिसूचना 1-4-1987 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[सं. 740 (फा. सं. 203/89/87-आ.क.नि.-II)]

New Delhi, the 3rd July, 1987

INCOME-TAX

S.O. 2583.—In continuation of this Office Notification No. 6885 (F. No. 203/88/36-ITA.II) dated 26-8-86, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority, for the purposes of clause (iii) of sub-section (1) of Sec. 35 (Thirty five/One/Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution", subject to the following conditions:—

(i) That the Centre For Development Studies and Activities, Pune, will maintain a separate account of the sums received by it for scientific research.

(ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.

(iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets, liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.

(iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Centre For Development Studies and Activities, P.B. No. 843, Deccan Gymkhana, Pune-411004".

This Notification is effective for a period from 1-1987 to 31-3-1989.

[No. 7401 (F. No. 203/89/87-ITA-II)]

नई दिल्ली, 29 जुलाई 1987

क्रा० भा० 2584:—इस कार्यालय की दिनांक 26-8-86 की अधिसूचना सं. 6886/क्रा. सं. 203/109/86-आ.क.नि.-II के विधिसिद्धि में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली, ने निम्नलिखित संस्था को आयकर विधिम, 1962 के विधिम 6 के साथ विहित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के खंड (iii) (पैरोस/एक/सीन) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन, निम्नलिखित शर्तों पर अनुमोदित किया है:—

- (i) यह कि कंप्यूटर एप्लिकेशन एण्ड रिसर्च सेंटर, ग्रहमदाबाद अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रहेगा।
- (ii) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 31 मई तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (iii) यह कि उक्त संस्थान अपनी कुल आय तथा व्यय दक्षिण हुए अपने संपरोक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देन-दायियां दक्षिण हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली तथा संबंधित आयकर आयुक्त को भेजेगा।
- (iv) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (पञ्चत्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की ढेरी होने पर प्राप्ति-पत्र रद्द कर दिया जाएगा।

संस्था

"कंप्यूटर एप्लिकेशन एण्ड रिसर्च सेंटर, ठाकुरे भाई देसाई रसायन, लौकासिज के निकट, एलिस रिज, ग्रहमदाबाद-380006."

यह अधिसूचना 1-4-1987 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[सं. 7402 (क्रा. सं. 203/89/87-आ.क.नि.-II)]

भाई के. बहा, अवर सचिव

New Delhi, the 29th July, 1987

S.O. 2584.—In continuation of this Order Notification No. 6886 (F. No. 203/109/86-ITA.II) dated 26-8-86, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority, for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five/One/Three) of the Income-tax Act; 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution", subject to the following conditions:—

- (i) That the Consumer Education and Research Centre, Ahmedabad will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 31st May each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and Balance Sheet showing its assets, liabilities with a copy of each of these documents to the Central Board of Direct Taxes, New Delhi and the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"Consumer Education And Research Centre, Thakore Bhai Desai Samarak Bhavan, Near Law College, Ellis Bridge, Ahmedabad-380006"

This Notification is effective for a period from 1st April, 1987 to 31st March, 1989.

[No. 7402 (F. No. 203/69/87-ITA. II)]

Y. K. BATRA, Under Secy.

नई दिल्ली, 3 अगस्त, 1987

जाय-कर

क्रा० भा० 2585:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उप-धारा (2) के खण्ड (ख) द्वारा प्रवर्तक शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त धारा के प्रयोजनार्थ "अरुलमिगु मुन्दागककन्नी अम्मन मंदिर, मयलपुर मद्रास" को समस्त तमिलनाडु राज्य में विख्यात सार्वजनिक पूजा स्थल के रूप में अधिसूचित करती है।

सं. 7449 (क्रा० सं. 176/40/87-आ०क०नि०-1)]

रोशन सहाय, अवर सचिव

New Delhi, the 3rd August, 1987

(INCOME-TAX)

S.O. 2585.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 80G of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Arulmigu Mundagakkanni Amman Temple, Mylapore, Madras" to be a place of public worship of renown throughout the state of Tamil Nadu for the purpose of the said Section.

[No. 7449 (F. No. 176/40/87-IT(AI)]

ROSHAN SAHAY, Under Secy.

नई दिल्ली, 8 सितम्बर, 1987

प्रादेश

स्टाम्प

का० प्रा० 2586:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (ख) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मिसर्स हिन्दुस्तान टाइम्स लिमिटेड, नई दिल्ली को केवल तीन हजार सैतीस सौ पचास पैसे के उस समेकित स्टाम्प शुल्क की अदायगी करने की अनुमति प्रदान करती है, जो उक्त कम्पनी द्वारा जारी किए जाने वाले मात्र चार लाख उनचास हजार चार सौ रुपये के प्रकृत मूल्य के प्रत्येक 100 रु० के क्रम संख्या 1 से 4,494 तक के 15% असम्परिवर्तनीय आरक्षित ऋणपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं० 37/87-स्टाम्प-का० सं० 33/26/87-बि० का०]

बी० प्रार० मह्मी, अधर सचिव

New Delhi, the 8th September, 1987

ORDER

STAMPS

S.O. 2586.—In exercise of the powers conferred by clause (b) of sub-section (i) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Hindustan Times Limited, New Delhi to pay consolidated stamp duty of rupees three thousand three hundred seventy and paise fifty only, chargeable on account of the stamp duty on 15 per cent Non-convertible secured bonds bearing Sl. No. 1 to 4494 in the form of debentures of the total face value of rupees four lakhs forty nine thousand and four hundred to be issued by the said company.

[No. 37/87-Stamp. F. No. 33/26/87-ST]

B. R. MEHMI, Under Secy.

(प्राधिकार कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 7 सितम्बर, 1987

का० प्रा० 2587:—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री बी० एस० एन० मुर्ति को एटा ग्रामीण बैंक, एटा का अध्यक्ष नियुक्त करती है तथा 25-6-87 से प्रारम्भ होकर 30-6-90 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री मुर्ति अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-17/86-प्रार० प्रार० बी०]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 7th September, 1987

S.O. 2587.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri B. S. N. Murthy as the Chairman of the Etah Gramin Bank, Etah and specifies the period commencing on the 25-6-87 and ending with the 30-6-90 as the period for which the said Shri Murthy shall hold office as Chairman.

[No. F. 2-17/86-RRB]

का० प्रा० 2588:—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 61 की उपधारा 2 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री पी० जी० लतीफ महमूद को जिनकी

धारा 11 की उपधारा (1) के तहत कामराज रूरल बैंक, सोपोर के अध्यक्ष के रूप में नियुक्ति की तीन वर्ष की पहली अवधि 30-4-87 को समाप्त हो गई है, 1-5-87 से प्रारम्भ होकर 30-4-89 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एक० 2-17/87-प्रार० प्रार० बी०]

S.O. 2588.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby reappoints Shri P. Z. Lateef Ahmad whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 30-4-87 as the Chairman of Kamraz Rural Bank, Sopore, for a further period commencing from 1-5-87 and ending with 30-4-89.

(No. F. 2/17/87-RRB)

का० प्रा० 2589:—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री पी० एन० राय को सरयू ग्रामीण बैंक, लखीमपुर खीरी का अध्यक्ष नियुक्त करती है तथा 1-9-86 से प्रारम्भ होकर 31-8-89 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री राय अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-24/86-प्रार० प्रार० बी०]

S.O. 2589.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri P. N. Rai as the Chairman of the Saraya Gramin Bank, Lakhimpur Kheri and specifies the period commencing on the 1-9-86 and ending with the 31-8-89 as the period for which the said Shri Rai shall hold office as Chairman.

[No. F. 2-24/86-PRB]

का० प्रा० 2590:—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री डी० एम० जानी की जिनकी धारा 11 की उपधारा (1) के तहत नैनीताल-अलमोरा क्षेत्रीय ग्रामीण बैंक, नैनीताल के अध्यक्ष के रूप में नियुक्ति की चार वर्ष की पहली अवधि 31-3-87 को समाप्त हो गई है, 1-4-87 से प्रारम्भ होकर 31-3-88 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एक० 2-16/87-प्रार० प्रार० बी०]

S.O. 2590.—In exercise of the powers conferred by sub-section (2) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby reappoints Shri D. M. Jani whose earlier tenure of four years appointment under sub-section (1) of section 11 had expired on 31-3-87 as the Chairman of Nainital-Almora Kshetriya Gramin Bank, Nainital for a further period commencing from 1-4-87 and ending with 31-3-88.

[No. F. 2-16/87-RRB]

का० प्रा० 2591:—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (2) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री एन० के० भा को जिनकी धारा 11 की उपधारा (1) के तहत पलामू क्षेत्रीय ग्रामीण बैंक, डाल्टनगंज के अध्यक्ष के रूप में नियुक्ति की तीन वर्ष की पहली अवधि 31-8-86 को समाप्त हो गई है, 1-9-86 से प्रारम्भ होकर 24-6-87 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एक० 2-36/86-प्रार० प्रार० बी०]

S.O. 2591.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, appoint under sub-section (1) of section 11 had expired on 31-8-86 as the Chairman of Palamau Kshetriya Gramin Bank, Daltonganj for further period commencing from 1-9-86 and ending with 24-6-87.

[No. F. 2-36/86-RRB]

का० शा० 2592 :—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री पी० दास को पलामू क्षेत्रीय ग्रामीण बैंक, डाल्टनगंज का अध्यक्ष नियुक्त करती है तथा 25-6-87 से प्रारम्भ होकर 30-6-90 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री दास अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ० 2-36/86-प्रार० प्रार० बी०]

प्रवीण कुमार तेजयान, प्रवर सचिव

S.O. 2592.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri P. Das as the Chairman of the Palamau Kshetriya Gramin Bank, Daltonganj and specific the period commencing from the 25-6-1987 and ending with the 30-6-90 as the period for which the said Shri Das shall hold office as Chairman.

[No. F. 2-36/86-RRB]

P. K. TEJYAN, Under Secy.

आयकर आयुक्त, पश्चिमी बंगाल कलकत्ता-III

कलकत्ता, 18 जून, 1987

का.प्र. 2593 :—आयकर अधिनियम, 1961 की धारा 226 की उप-धारा 5 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, मैं आयकर आयुक्त, पश्चिम बंगाल-3, एतद्वारा, नीचे दी गई अनुसूची के स्तम्भ-1 में उल्लिखित आयकर अधिकारियों और स.प्र.प्र. (नि.) को, अनुसूची के स्तम्भ 2 में उल्लिखित निर्धारित का बकाया कर वसूली करने के लिए आयकर अधिनियम, 1961 की तृतीय अनुसूची में यथा-निर्धारित ढंग से उनके चल सम्पत्ति का करस्थान और विक्रय करने के लिए प्राधिकृत करता हूँ।

अनुसूची

1	2
1. प्रा.प्र., "ए"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र. "ए"-वार्ड, कम्पनी जिला-3, कलकत्ता के क्षेत्राधीन सभी निर्धारित
2. प्रा.प्र., "बी"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "बी"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
3. प्रा.प्र., "सी"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "सी"-वार्ड कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
4. प्रा.प्र., "डी"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "डी"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
5. प्रा.प्र., "ई"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "ई"-वार्ड कम्पनी, जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
6. प्रा.प्र., "एफ"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "एफ"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
7. प्रा.प्र., "जी"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "जी"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित

1	2
8. प्रा.प्र., "एच"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "एच"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
9. प्रा.प्र., "आई"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "आई"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
10. प्रा.प्र., "जे"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "जे"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
11. प्रा.प्र., "के"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "के"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
12. प्रा.प्र., "एल"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "एल"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
13. प्रा.प्र., "एम"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "एम"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
14. प्रा.प्र., "एन"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "एन"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
15. प्रा.प्र., "ओ"-वार्ड, कम्पनी जिला-3, कलकत्ता	प्रा.प्र., "ओ"-वार्ड, कम्पनी जिला-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित
16. प्रा.प्र., "सी" एच.सी. कलकत्ता	प्रा.प्र. सी.एच.सी., कलकत्ता के क्षेत्राधीन सभी निर्धारित
17. प्रा.प्र., "ए"-वार्ड, स्पेशल सकल-1, कलकत्ता	प्रा.प्र., "ए"-वार्ड, स्पेशल सकल-1, कलकत्ता के क्षेत्राधीन सभी निर्धारित
18. प्रा.प्र., "बी"-वार्ड, स्पेशल सकल-1, कलकत्ता	प्रा.प्र., "बी"-वार्ड, स्पेशल सकल-1, कलकत्ता के क्षेत्राधीन सभी निर्धारित
19. प्रा.प्र., "सी"-वार्ड, स्पेशल सकल-1, कलकत्ता	प्रा.प्र., "सी"-वार्ड, स्पेशल सकल-1, कलकत्ता के क्षेत्राधीन सभी निर्धारित
20. स.प्र.प्र. (नि.) निर्धारण रेंज-3, कलकत्ता	स.प्र.प्र. (नि.), निर्धारण रेंज-3, कलकत्ता के क्षेत्राधीन सभी निर्धारित
21. स.प्र.प्र. (नि.) निर्धारण रेंज-13, कलकत्ता	स.प्र.प्र. (नि.), निर्धारण रेंज-3 कलकत्ता के क्षेत्राधीन सभी निर्धारित

ए. चटर्जी, आयकर आयुक्त,
पश्चिम बंगाल-3, कलकत्ता

COMMISSIONER OF INCOME TAX WEST BENGAL-III Calcutta, the 18th June, 1987

S. O. 2593.—In exercise of the power conferred on me under sub-section 5 of section 226 of the I. T. Act, 1961, I, Commissioner of Income-tax, West Bengal-III hereby authorise the Income-tax Officers and I. A.C. mentioned in Col. 1 of the Schedule below to recover the arrears of tax due from an assessee as mentioned in column 2 of the Schedule by distraint and sale of his movable property in the manner laid down in the third schedule of the I. T. Act, 1961.

SCHEDULE

(1)	(2)
1. ITO, A-Ward, Comp. Dist. III, Calcutta.	Assessee in respect of whom the ITO, A-Ward, Comp. Dist. III, Calcutta holds jurisdiction.
2. ITO, B-Ward, Comp. Distt. III, Calcutta.	Assessee in respect of whom the ITO, B-Ward, Comp. Dt. III, Calcutta holds jurisdiction.

1	2
3. ITO, C-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, C-Ward, Comp. Dist. III, Calcutta holds the jurisdiction.
4. ITO, D-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, D-Ward, Comp. Dt. III, Calcutta holds jurisdiction.
5. ITO, E-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, E-Ward, Comp. Dist. III, Calcutta holds jurisdiction.
6. ITO, F-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, F-Ward, Comp. Dist. III, Calcutta holds jurisdiction.
7. ITO, G-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, G-Ward, Comp. Dist. III, Calcutta holds jurisdiction.
8. ITO, H-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, H-Ward, Comp. Dist. III, Calcutta holds jurisdiction.
9. ITO, I-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, I-Ward, Comp. Dist. III, Calcutta holds jurisdiction.
10. ITO, J-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, J-Ward, Comp. Dist. III, Cal. holds jurisdiction.
11. ITO, K-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, Y-Ward, Comp. Dist. III, Cal. holds jurisdiction.
12. ITO, L-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, L-Ward, Comp. Dist. III, Calcutta holds jurisdiction.
13. ITO, 'P' Ward, Comp. Dist. III Calcutta.	Assesseees in respect of whom the ITO, P-Ward, Comp. Dist. III, Calcutta holds jurisdiction.
14. ITO, Q-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, Q-Ward, Comp. Dist. III, Cal. holds jurisdiction.
15. ITO, R-Ward, Comp. Dist. III, Calcutta.	Assesseees in respect of whom the ITO, R-Ward, Comp. Dist. III, Cal. holds jurisdiction.
16. ITO, C.H.C., Calcutta.	Assesseees in respect of whom the ITO, CHC, Calcutta holds jurisdiction.

1	2
17. ITO, A-Ward, Spl. Cir.-I, Calcutta.	Assesseees in respect of whom the ITO, A-Ward, Spl. Circle-I, Cal. holds jurisdiction.
18. ITO, B-Ward, Spl. Cir.-I, Calcutta.	Assesseees in respect of whom the ITO, B-Ward, Spl. Circle-I, Cal. holds jurisdiction.
19. ITO, C-Ward, Spl. Cir.-I, Calcutta.	Assesseees in respect of whom the ITO, C-Ward, Spl. Cir.-I, Calcutta, holds jurisdiction.
20. IAC, Asstt. R-III, Cal.	Assesseees in respect of whom the IAC, AR-III, Calcutta holds jurisdiction.
21. IAC, Asstt. R-XIII, Cal.	Assesseees in respect of whom the IAC, Asstt. R-XIII, Calcutta holds jurisdiction.

A. CHATTERJEE, Commissioner of Income-tax,
West Bengal-III : Calcutta.

बाणिज्य मंत्रालय

(मुख्य निबंधक, आयात-निर्यात का कार्यालय)

नई दिल्ली, 8 सितम्बर, 1987

प्रति,

का. जा. 2594:—मे. जेम रिफाइनरीस लिमिटेड, (बी, कसल स्ट्रीट, कलकत्ता-700071) को संघटक ऋण के अंतर्गत पूंजीगत माल के आयात के लिए 1,39,16,949 रु. माल (बी एम 3,386,510) का एक आयात लाइसेंस सं. पी/सीजी/2082703, दिनांक 10-8-81 जारी किया गया था। कर्म ने उक्त लाइसेंस की मुद्राविनियम निबंधन प्रति की प्रतिलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल मुद्रा विनियम निबंधन प्रति को धरवा अध्यात्म हो गई है। आगे यह भी बताया गया है कि लाइसेंस की सीमाशुल्क प्राधिकारी, कलकत्ता के पास संजीकृत करवाया गया है। मुद्रा विनियम निबंधन प्रति के पूरे मूल्य का उपयोग कर लिया गया है।

2. अपने तर्क के समर्थन में लाइसेंस धारक ने नोटरी पब्लिक, कलकत्ता के मुख निबंधन प्रपत्र लेकर स्टाम्प पर एक प्रपत्र प्रस्तुत किया है। मैं, तदनुसार, संयुक्त हूँ कि लाइसेंस सं. पी/सीजी/2082703, दिनांक 10-8-81 की मूल मुद्रा विनियम निबंधन प्रति कर्म द्वारा जो धरवा अध्यात्म हो गई है। यथासंशोधित आयात (निबंधन) प्रपत्र, 1955 दिनांक 7-12-1955 की उपधारा-9(ग) के अंतर्गत प्रस्तुत अधिकारों का प्रयोग करते हुए मे. जेम रिफाइनरीस लिमिटेड, कलकत्ता को जारी उक्त मुद्रा विनियम निबंधन प्रति सं. पी/सीजी/2082703, दिनांक 10-8-81 को एतद्वारा रद्द किया जाता है।

3. पाठों को उक्त आयात लाइसेंस की प्रतिलिपि मुद्रा विनियम निबंधन प्रति प्रपत्र के जारी की जा रही है।

[सं. सी.जी-3/1486/80/16]

MINISTRY OF COMMERCE

New Delhi, the 11th September, 1987

(Office of the Chief Controller of Imports & Exports)

New Delhi, the 8th September, 1987

ORDER

S.O. 2524.—M/s. GEM Refineries Ltd., IB, Russel Street, Calcutta-700071, were granted an import licence No. P/CG/2082703 dt. 10-8-81 for Rs. 1,39,16,949/- only (DM 3,366,510) for import of Capital Goods under Suppliers Credit. The firm has applied for issue of duplicate copy of Exchange Control Copy of the above mentioned licence on the ground that the original Exchange Control Copy of the licence has been lost or misplaced. It has further been stated that the licence has been registered with the Customs authority at Calcutta. The value of Exchange Control Copy has been utilised in full.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public at Calcutta. I am accordingly satisfied that the original Exchange Control Copy of import licence No. P/CG/2082703 dt. 10-8-81 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said Exchange Control Copy No. P/CG/2082703 dt. 10-8-81 issued to M/s. Gem Refineries Limited, Calcutta is hereby cancelled.

3. Duplicate Exchange Control Copy of the said import licence is being issued to the party separately.

[No. CG.III/1486/80/16]

नई दिल्ली, 11 सितम्बर, 1987

आदेश

का.प्रा. 2595.—मैसर्स सिन्डेट सेपरेटर्स लिमिटेड, नई दिल्ली की खुली विदेशी मुद्रा के अन्तर्गत पूंजीगत माल का आयात करने के लिए रु. 38,27,500 (रुपये अठ्ठास लाख सत्ताईस हजार पांच सौ) का एक आयात लाइसेंस संख्या पी/सी/जी 2099877 दिनांक 31-3-86 को रद्द किया जा रहा है।

कर्म द्वारा उपर्युक्त लाइसेंस की सीमा शुल्क/मुद्रा विनियमन नियंत्रण प्रयोजन प्रति की अनुलिपि प्रति की मांग इस आधार पर की गई है कि मूल सीमा शुल्क/विनियमन नियंत्रण प्रति खो गई है अथवा अस्थानस्थ हो गई है। आगे यह भी कहा गया है कि लाइसेंस की सीमा शुल्क मुद्रा विनियमन नियंत्रण प्रति किसी भी सीमा शुल्क प्राधिकारी के पास दर्ज नहीं कराई गई थी, अतः इस प्रकार सीमा शुल्क प्रयोजन प्रति के मूल्य की बिल्कुल भी उपयोग में नहीं लाया गया है।

2. लाइसेंसधारी ने अपने तर्कों के समर्थन में नोटरी पब्लिक, देहली के समक्ष विधिपूर्वक शपथ लेकर एक शपथपत्र दाखिल किया है। मैं तबनुसार संतुष्ट हूँ कि आयात लाइसेंस सं. पी.सी.जी. 2099877 की मूल सीमा शुल्क/मुद्रा विनियमन नियंत्रण प्रति कर्म द्वारा खो गई है अथवा अस्थानस्थ हो गई है। यथा संशोधित आयात नियंत्रण आदेश 1955 दिनांक 7-12-1955 की उप धारा 9(ग)(ग) के अधीन प्रमाण प्रधिकारों का प्रयोग करते हुए मैसर्स सिन्डेट सेपरेटर्स लिमिटेड, नई दिल्ली को भी उपर्युक्त मूल सीमा शुल्क/विनियमन नियंत्रण प्रति को एतद्वारा रद्द किया जाता है।

3. उपर्युक्त लाइसेंस की सीमा शुल्क/विनियमन नियंत्रण प्रति की अनुलिपि पार्टी को रु. 38,27,500 आस्ट्रेलिक डॉलर 54,22,690 अलग से जारी की जा रही है।

[सं. सी जी-1/83/4/85-86/351]

पॉल बेक, उप मुख्य नियंत्रक, आयात एवं निर्यात

ORDER

S.O. 2595.—M/s. Sintered Separators Ltd., New Delhi were granted an import licence No. P/CG/2099877/C/XX[98] H/85/CG.1/IS dated 31-3-1986 for Rs. 38,27,500 (Rupees Thirty eight Lakhs Twenty Seven Thousand and Five Hundred only) for import of Capital Goods as per list attached under Free Foreign Exchange.

The firm has applied for issue of Duplicate copy of Customs purposes/Ex. Control copy of the above mentioned licence on the ground that the original Customs purposes/Exchange Control copy of the licence has been lost or misplaced. It has further been stated that the customs purposes/Exchange Control copy of the licence has not been registered with any Customs Authority and as such the value of Customs Purposes copy/Exchange Control copy has not been utilised at all.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Delhi. I am accordingly satisfied that the original Customs Purposes/Ex. Control copy of import licence No. P/CG/2099877 dated 31-3-86 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original Customs Purposes/Ex. Control copy No. P/CG/2099877 dt. 31-3-86 issued to M/s. Sintered Separators Ltd., New Delhi is hereby cancelled.

3. A duplicate Customs Purposes/Ex. Control copy of the said licence is being issued to the party separately, valued at Rs. 38,27,500 (Aus. Sch. 54,42,690).

[No. CG. I/83/4/85-86/351]

PAUL BECK, Dy. Chief Controller of Imp. & Exp.

नई दिल्ली, 11 सितम्बर, 1987

आदेश

का.प्रा. 2596.—मै. मोदी जैरोक्स लि., रामपुर (उ. प्र.) को मुक्त विदेशी मुद्रा के अन्तर्गत प्लेन पेपर कापियर के संघटकों के आयात के लिये 8,02,81,685 रु. (आठ करोड़ दो लाख इक्यासी हजार छः सौ पन्चासी रु.) का एक आयात लाइसेंस सं. पी/डी/2251070 दिनांक 25-2-87 जारी किया गया था।

2. कर्म ने उक्त लाइसेंस की सीमाशुल्क प्रयोजन/मुद्रा विनियमन नियंत्रण प्रति की अनुलिपि प्रति जारी करने के लिये इस आधार पर आवेदन किया है कि मूल सीमाशुल्क प्रयोजन/मुद्रा विनियमन नियंत्रण प्रतियां खो अथवा अस्थानस्थ हो गई हैं। आगे यह भी कहा गया है कि लाइसेंस की सीमाशुल्क प्रयोजन/मुद्रा विनियमन नियंत्रण प्रतियां सीमाशुल्क प्राधिकारी, नई दिल्ली के पास पंजीकृत करवाने तथा आंशिक रूप में उपयोग करने के पश्चात् अस्थानस्थ हो गई हैं।

3. अपने तर्कों के समर्थन में लाइसेंसधारक ने नोटरी पब्लिक, दिल्ली के सम्मुख विधिपूर्वक शपथ लेकर स्टाम्प पेपर पर एक शपथपत्र दाखिल किया है। मैं, तबनुसार, संतुष्ट हूँ कि आयात लाइसेंस सं. पी/डी/2251070 दिनांक

25-2-87 की मूल सीमाशुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रतियाँ फर्म से खो अथवा अस्थानस्थ हो गई हैं। यथा-संशोधित आयात नियंत्रण आदेश, 1955 दिनांक 7-12-1955 की उप-धारा 9(ग) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मी. मोदी जैरोक्स लि., रामपुर (उ.प्र.) को जारी मूल सीमाशुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रति सं. पी/डी/2251070 दिनांक 25-2-87 को एतद्वारा रद्द किया जाता है।

4. पार्टी को उक्त लाइसेंस की अनुलिपि सीमाशुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रति को अलग से जारी किया जा रहा है।

[सं. सप./एनएस 7/70/डीजीडीडी/एम 87/एस एल एस]

पी. मोहन, उप मुख्य नियंत्रक, आयात-निर्यात
कृते मुख्य नियंत्रक, आयात-निर्यात

New Delhi, the 11th September, 1987

ORDER

S.O. 2596.—M/s. Modi Xerox Ltd., Rampur (U.P.) were granted an import licence No. P/D/2251070 dated 25-2-87 for Rs. 8,02,81,685/- (Rupees Eight Crores Two Lakhs Eighty One Thousand Six Hundred & Eighty Five) for Import of Components of Plain Paper Copier under Free Foreign Exchange.

The firm has applied for issue of duplicate copy of Customs purposes/Exchange Control copy of the above mentioned licence on the ground that the original Customs purposes/Exchanges Control copy has been lost or misplaced. It has further been stated that the Customs purposes/Exchange Control copy of the licence has been misplaced after having been registered with New Delhi Customs Authority and having been utilized partly.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Delhi. I am accordingly satisfied that the original Customs Purposes/Exchange Control copy of import licence No. P/D/2251070 dated 25-2-87 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Imports (Control) Order, 1955 dated 7-12-85 as amended the said original Customs Purposes/Exchange Control copy No. P/D/2251070 dated 25-2-87 issued to M/s. Modi Xerox Ltd., Rampur (U.P.) is hereby cancelled.

3. A duplicate Customs Purposes/Exchange Control copy of the said licence is being issued to the party separately.

[No. Supp/NS.7/70/DGTD/AM87/SLS]

P. MOHAN, Dy. Chief Controller of Imports & Exports
For Chief Controller of Imports & Exports.

वस्त्र मंत्रालय

नई दिल्ली, 7 सितम्बर, 1987

का.भा. 2597:—केन्द्रीय सरकार, केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, प्रति एवं वस्त्र मंत्रालय (वस्त्र विभाग), भारत सरकार की अधिसूचना सं. का.भा. 517(अ) दिनांक 9 जुलाई, 1985 में एतद्वारा निम्नलिखित संशोधन करती है।

उक्त अधिसूचना में मद 15 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित प्रतिस्थापित किया जाए, अर्थात्:—

"15. निदेशक, रेशम उत्पादन,
मध्य प्रदेश सरकार"

[फा. सं. 25012/8/85-रेशम]
भार. चटर्जी, संयुक्त विकास आयुक्त, हथकरवा

MINISTRY OF TEXTILES

New Delhi, the 7th September, 1987

S.O. 2597.—In exercise of the powers conferred by sub-section (3) of section 4 of the Central Board Act, 1948 (61 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Supply & Textiles (Department of Textiles) No. S.O. 517(E) dated 9th July, 1985.

In the said notification, for item 15 and the entry relating thereto, the following be substituted, namely:—

"15. Director of Sericulture, Government of Madhya Pradesh."

[F. No. 25012/8/85-Silk]

R. CHATTERJEE, Jr. Development Commissioner

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 7 सितम्बर, 1987

का. भा. 2598.—यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.भा. सं. 4203 तारीख 9-12-86 द्वारा सरकार ने उन अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना प्राण्य घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दी थी है।

और अतः, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्दिष्ट करती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने की बजाय तेज और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

भूतपूची

कूप नं० जालोरा-40 से जी.जी.एस. जालोरा II तक पाइपलाइन विद्यमान के लिए

गांव	सर्वे नं.	हैक्टेयर	आर.	सेन्टीयर
लक्ष्मीपुरा	200	0	04	00
	201	0	06	00
	203	0	06	75
	204	0	36	30
	215	0	15	15
	216	0	03	00

[सं. O-12016/217/86-जी एन जी-डी 4]

हो/-

(महाम अधिकारी)

कृते गुजरात राज्य एरिया, बहादुर

पो.के. राजगोपालन, डेस्क अधिकारी

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 7th September, 1987

S.O. 2598.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 4203 dated 9-12-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

PIPELINE FROM WELL NO. JHALORA-40 TO GGS JHALORA-II

State : Gujarat Taluka : Kadi District : Mehsana

Village	Survey No.	Hec-tare	Are	Centi-are
Laxmanpura	200	0	04	00
	201	0	06	00
	203	0	06	75
	204	0	36	30
	215	0	15	15
	216	0	03	00

[No. O-12016/217/86/ONG-D4]

P. K. RAJAGOPALAN, Desk Officer

87 1090 GI-2

खाद्य और नागरिक पूर्ति मंत्रालय

(खाद्य विभाग)

नई दिल्ली, 8 सितम्बर, 1987

का० आ० 2599.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, खाद्य और नागरिक पूर्ति मंत्रालय (खाद्य विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों, उनके कर्मचारियों ने हिन्दी का कार्यसूचक ज्ञान प्राप्त कर लिया है, को अधिभूषित करती है:—

1. खाद्य तथा पोषाहार बोर्ड, बम्बई
2. अन्न सुरक्षा अभियान, अहमदाबाद
3. अन्न सुरक्षा अभियान, हैदराबाद
4. खाद्य तथा पोषाहार बोर्ड, मद्रास
5. अन्न सुरक्षा अभियान, गुवाहाटी

[सं० ई०-11017/9/87-हिन्दी]

उ. र. कुर्लेकर, निदेशक (पी)

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Food)

New Delhi, the 8th September, 1987

S. O. 2599.—In pursuance of Sub-rule (4) of rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of the Ministry of Food and Civil Supplies (Department of Food), the Staff whereof have acquired the working knowledge of Hindi :

1. Food & Nutrition Board, Bombay.
2. Save Grain Campaign, Ahmedabad.
3. Save Grain Campaign, Hyderabad.
4. Food & Nutrition Board, Madras.
5. Save Grain Campaign, Guwahati.

[No. E-11017/9/87-Hindi]

U. R. KURLEKAR, Director (P)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 2 सितम्बर, 1987

का. ग्रा. 2600.—केन्द्रीय सरकार, भारतीय नर्स परिषद् अधिनियम, 1947 (1947 का 48) की धारा 3 की उप-धारा (1) के अनुसरण में भारत सरकार के भूतपूर्व स्वास्थ्य मंत्रालय को अधिभूषणा संख्या एफ-27-57/57-एम. II (ख), तारीख 1 दिसम्बर, 1958 का संशोधन करती है, यथातः—

उक्त अधिसूचना में, पैरा 2 के स्थान पर निम्नलिखित पैरा रखा जाएगा, अर्थात् :—

क्रम संख्या	नाम और पता	निर्वाचन/नाम-निर्देशन की तारीख
1	2	3

I. धारा 3 की उप-धारा (1) के खण्ड (क) के अधीन निर्वाचित शीर्षक नीचे :—

1. श्रीमती ए. करकत्ता, प्रधानाचार्य, क्षेत्रीय नर्सिंग कालेज, गुवाहाटी-5, 16-12-1986
2. कुमारी सरेना कच्छप, हर्म् हाउसिंग कालोनी, एम. आई. जी., ए/8, रांची (बिहार), 21-6-1979
3. श्रीमती टी. के. सरला बाई, प्रधानाचार्य, स्कूल आफ नर्सिंग, कार्मोपोलिटन अस्पताल, मुरिजालग, पश्चिम पट्टम डाकघर, त्रिवेंद्रम (केरल), 29-11-1984
4. मिस्टर सेनिथा एम. डी., नर्सिंग ट्यूटर ग्रेड-I, गवर्नमेंट जनरल अस्पताल, मद्रास-3, 11-1-1985
5. श्रीमती एन. के. तंवर, अधीक्षक, पंजाब स्वास्थ्य स्कूल, अमृतसर (पंजाब), 18-11-1986
6. श्री राम नरेश सिंह, ग्राम, डाकघर खुरुहंजा, बरास्ता चंदोसा, जिला वाराणसी (उत्तर प्रदेश), 18-12-1985
7. श्रीमती रीका बोस, पी.-5/2, बसु देवपुर रोड, कलकत्ता (पश्चिम बंगाल), 3-12-1985
8. कुमारी सन्था राये, सहायक निदेशक (सी. एन.), स्वास्थ्य निदेशक, उड़ीसा, भुवनेश्वर, 21-10-1986
9. श्रीमती एस. राय रादा, रजिस्ट्रार, महाकोशल उपचर्या रजिस्ट्रेशन परिषद्, एम.-78, ब्लॉक सं. 9, हर्षवर्धन नगर, भोपाल (मध्य प्रदेश), 4-9-1980
10. कुमारी के. डी. वर्यानी, रजिस्ट्रार, गुजरात उपचर्या परिषद्, अहमदाबाद-16, 21-8-1985

1	2	3
11. श्रीमती पी० विश्वेश्वरी शिवरमन, सहायक निदेशक सहायक निदेशक, चिकित्सा और स्वास्थ्य सेवा (परिचर्या) आन्ध्र प्रदेश, हैदराबाद		30-12-82
12. श्री गोविन्द कान्त शर्मा, प्रधानाचार्य, कालेज ऑफ नर्सिंग, जयपुर राज-स्थान		13-12-1986
13. कुमारी बी० पी० उनेसर, परिचर्या अधीक्षक, जहांगीर नर्सिंग होम, 32, सेसन रोड, पुणे (महाराष्ट्र)		27-3-1986
14. कुमारी एल० पी० तेलूराम, निदेशक, उपचर्या शिक्षा सेवा, फिलाडेलफिया अस्पताल, अम्बाला शहर (हरियाणा)		29-8-1973
15. श्रीमती जे० सीलन, मेडन कमला नेहरू अस्पताल, शिमला (हिमाचल प्रदेश)		9-1-1985
II. "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन शीर्षक के नीचे :—		
1. श्रीमती बी० भट्टाचार्य, प्रधानाचार्य राजकुमारी अमृतकौर, कालेज आफ नर्सिंग, एन्ड्रूज गंज, नई दिल्ली-49		18-2-87 से 6-11-89
2. डा० (श्रीमती) एम० डीन, प्रधानाचार्य, कालेज आफ नर्सिंग, सी०एम० सी०, लुधियाना (पंजाब)		7-11-1984
III. "धारा 3 की उपधारा (1) के खण्ड (1) (ग) के अधीन निर्वाचित शीर्षक के नीचे :—		
1. श्रीमती जेड० जमाल, अधीक्षक, राजकीय स्वास्थ्य स्कूल, बरेली (उत्तर प्रदेश)		15-12-1985
IV. "धारा 3 की उपधारा (1) के खण्ड (घ) के अधीन निर्वाचित" शीर्षक के नीचे :—		
1. डा० पी० के० प्रस्ती, सहायक आचार्य औषधि, आफिसर्स क्वार्टर, नं० 6, एस०सी०वी० मेडिकल कालेज कैम्पस, कट० 253007 (उड़ीसा)		25-3-1983
V. "धारा 3 की उपधारा (1) के खण्ड (ड) के अधीन निर्वाचित" शीर्षक के नीचे :—		
1. डा० बी० प्रभाकर राव, अरुणा नर्सिंग होम, इनिस्पेट, राजामुद्री-533101, आन्ध्र प्रदेश		23-9-1984

1	2	3	1	2	3
VI. "धारा 3 की उपधारा (1) के खण्ड (च) के अधीन निर्वाचित" शीर्षक के नीचे :— श्रीमती एम० चावुक, माणिक कुंज, 25-3-1985 डा० अम्बेडकर उद्यान रोड, मिराज-416410, जिला-सांवली (महाराष्ट्र)			2. निदेशक, स्वास्थ्य सेवा, असम, गुवाहाटी।		
VII. धारा 3 की उपधारा (1) के खण्ड (छ) (ii) के अधीन निर्वाचित" शीर्षक के नीचे :— श्रीमती शारदा शर्मा, 13-12-1986 सहायक नर्स-मिडवाइफ, सवाई मानसिंह अस्पताल, जयपुर (राजस्थान)			3. निदेशक, स्वास्थ्य सेवा, बिहार, पटना।		
VIII. "धारा 3 की उपधारा (1) के खण्ड (ज) के अधीन पदेन सदस्य (किसी भी नाम से पुकारा जाए) :— स्वास्थ्य सेवा महानिदेशक, स्वास्थ्य सेवा महानिदेशालय, निर्माण भवन, नई दिल्ली-110011			4. निदेशक, स्वास्थ्य सेवा, महाराष्ट्र, मुम्बई।		
IX. "धारा 3 की उपधारा (1) के खण्ड (झ) के अधीन पदेन सदस्य (किसी भी नाम से पुकारा जाए) :— सेना उपचर्या सेवा, निदेशक, एडजुटेंट जनरल शाखा, चिकित्सा निदेशालय, सेना मुख्यालय, रक्षा मुख्यालय, नई दिल्ली			5. निदेशक, स्वास्थ्य सेवा, केरल त्रिवेन्द्रम।		
X. "धारा 3 की उपधारा (1) के खण्ड (ञ) के अधीन पदेन सदस्य किसी भी नाम से पुकारा जाए :— उपचर्या सलाहकार, स्वास्थ्य सेवा महानिदेशालय, उपचर्या अनुभाग नई दिल्ली-110011			6. निदेशक, स्वास्थ्य सेवा, मध्य प्रदेश (भोपाल)।		
XI. धारा 3 की उपधारा (1) के खण्ड (ट) के अधीन पदेन सदस्य (किसी भी नाम से पुकारा जाए) :— निदेशक, प्रसूति और शिशु कल्याण, भारतीय रेडक्रास सोसाइटी, नई दिल्ली-110001			7. निदेशक, स्वास्थ्य सेवा और परिवार कल्याण, कर्नाटक, बंगलूर।		
XII. धारा 3 की उपधारा (1) के खण्ड (ठ) के अधीन पदेन सदस्य (किसी भी नाम से पुकारा जाए) :—			8. निदेशक, स्वास्थ्य सेवा और परिवार कल्याण, तमिलनाडु (मद्रास-6)		
1. निदेशक, चिकित्सा और स्वास्थ्य सेवा, आन्ध्र प्रदेश, हैदराबाद।			9. निदेशक, स्वास्थ्य और परिवार कल्याण सेवा, उड़ीसा, भुवनेश्वर।		
			10. निदेशक, चिकित्सा और स्वास्थ्य सेवा राजस्थान (जयपुर)।		
			11. निदेशक, स्वास्थ्य सेवा, पंजाब, चण्डीगढ़।		
			12. निदेशक, चिकित्सा और स्वास्थ्य सेवा, उत्तर प्रदेश लखनऊ।		
			13. निदेशक, स्वास्थ्य सेवा, पश्चिम बंगाल, कलकत्ता।		
			14. निदेशक, स्वास्थ्य और चिकित्सा सेवा, गुजरात, अहमदाबाद-16		
			15. निदेशक, स्वास्थ्य सेवा, नागालैंड, कोहिमा।		
			16. निदेशक, स्वास्थ्य सेवा, हरियाणा, चण्डीगढ़।		
			17. निदेशक, स्वास्थ्य सेवा, हिमाचल, प्रदेश, शिमला।		
			18. निदेशक, स्वास्थ्य सेवा, त्रिपुरा, अगरतला।		
			19. निदेशक, स्वास्थ्य सेवा, मेघालय, शिलांग।		
			20. निदेशक, स्वास्थ्य सेवा मणिपुर, इम्फाल।		
			21. निदेशक, स्वास्थ्य सेवा, मिझोरम, गंगटोक		
			22. निदेशक, स्वास्थ्य सेवा, अरुणाचल प्रदेश (गिरीग)।		

1	2	3
---	---	---

23. निदेशक, स्वास्थ्य सेवा,
मिजोरम, ऐजल।

24. निदेशक, स्वास्थ्य सेवा,
गोवा, पणजी।

**XIII. धारा 3 की उपधारा (1) के खण्ड
(ड) के अधीन पदेन अधिकारी
(किसी भी नाम से पुकारा जाए) :-**

1. सहायक निदेशक, 7-1-1987
चिकित्सा और स्वास्थ्य सेवा उपचर्या
आन्ध्र प्रदेश, हैदराबाद।

2. अधीक्षक, उपचर्या सेवा, 7-1-1987
स्वास्थ्य सेवा निदेशक का कार्यालय
असम, गुवाहाटी।

3. अधीक्षक, उपचर्या सेवा, 7-1-1987
स्वास्थ्य सेवा निदेशालय,
महाराष्ट्र, मुम्बई।

4. सहायक निदेशक, (उपचर्या), 7-1-1987
स्वास्थ्य सेवा निदेशालय,
मध्य प्रदेश, भोपाल।

5. सहायक निदेशक, स्वास्थ्य सेवा उपचर्या, 7-1-1987
तमिलनाडु मद्रास।

6. उप निदेशक, (उपचर्या) 7-1-1987
चिकित्सा और स्वास्थ्य सेवा निदेशालय,
उत्तर प्रदेश, लखनऊ।

7. उप चिकित्सक, (उपचर्या) 7-1-1987
स्वास्थ्य सेवा निदेशालय,
पश्चिम बंगाल, कलकत्ता।

8. उप निदेशक, (उपचर्या) 7-1-1987
स्वास्थ्य सेवा निदेशालय,
हरियाणा, चण्डीगढ़।

**XIV. धारा 3 की उपधारा (1) के खण्ड
(ड) के अधीन नामनिर्दिष्ट सदस्य :-**

1. कु० टी० एच० खान, 15-10-1985
मं० नं० 8-2-417/1, मार्ग नं० 4
बंजारा हिल्स,
हैदराबाद-2 (आन्ध्र प्रदेश)

2. कु० प्रेम मेहरा, 15-10-1985
सह-प्राचार्य,
राष्ट्रीय स्वास्थ्य और परिवार कल्याण,
मनिरका, नई दिल्ली।

3. डा० (श्रीमती) मैनी अलेक्जेंडर, 15-10-1987
सह-प्राचार्य, प्रसूति और स्त्री रोग
विज्ञान
फिलिप्स अस्पताल, 10-बी, ककन गली
मन्नार-45

1	2	3
---	---	---

4. श्रीमती के० जाओं 15-10-1987
उपचर्या, अधीक्षक
स्वास्थ्य सेवा निदेशालय,
नागालैंड, कोहिमा।

**XVI. धारा 3 की उपधारा (1) के खण्ड (ण)
के अधीन निर्वाचित सदस्य :-**

1. श्रीमती चन्द्रभानू देवी, 23-7-1985
संसद सदस्य, लोक सभा
30, नार्थ एवेन्यू, नई दिल्ली।

2. प्रोफेसर सैफुद्दीन सोज, 23-7-1985
सी-1-7, संसद सदस्य (लोक सभा)
हुमायु रोड, नई दिल्ली।

3. श्रीमती विजय चक्रवर्ती, 13-5-1986
संसद सदस्य (राज्य सभा)
53, साउथ एवेन्यू, नई दिल्ली।

[सं० बी० 14025/18/84-पीएमएस]

जी० जी० के० नायर, अवर सचिव

**MINISTRY OF HEALTH AND FAMILY
WELFARE**

(Deptt. of Health)

New Delhi, the 2nd September, 1987.

S. O. 2600.—In pursuance of sub-section (1) of section 3 of the Indian Nursing Council Act, 1947 (48 of 1947), the Central Government hereby amends the notification of the Government of India in the late Ministry of Health No. F. 27-57/57-M-II (B), dated the 1st December, 1958, namely :—

In the said notification, for paragraph, 2, the following paragraph shall be substituted, namely :—

Sl. No.	Name and Address	Date of Election/ nomination
---------	------------------	------------------------------

1	2	3
---	---	---

**1. "UNDER THE HEADING" ELECTED UNDER
CLAUSE (a) of sub-section (1) of section 3"—**

1. Mrs. A. Kerkatta, 16-12-1986
Principal, Regional Nursing College,
Gauhati-5.

2. Miss Sarena Kachhap, 21-6-1979
Harmu Housin Colony,
M.I.G. A/B, Ranchi, (Bihar).

3. Smt. T. K. Sarla Bai 29-11-1984
Principal School of Nursing,
Cosmopolitan Hospital, Murinjapa-
lam,
West Pattom PO, Trivandrum,
(Kerala)

4. Sister Jacintha S.D. 11-1-1985
Nursing Tutor Gr. I,
Government General Hospital, Madras-3.
 5. Mrs. N. K. Tanwar, 18-11-1986
Superintendent, Punajb Health School,
Amritsar, (Punjab).
 6. Shri Ram Naresh Singh, 18-12-1985
Village & P. O. Khuruhunja,
Via Chandauli, Distt. Varanasi (U.P.)
 7. Mrs. Reena Bose 3-12-1985
P-512, Basudebpur Road, Calcutta
(West Bengal).
 8. Miss Santha Raye, 21-10-1986
Assistant Director (C.N.)
Health Director, Orissa, Bhubaneshwar.
 9. Smt. S. Raizada, 4-9-1980
Registrar, Mahakeshal Nurses Re-
gistration
Council, M-78, Block No. 9, Hars-
wardan Nagar, Bhopal (M.P.)
 10. Miss K. D. Varyani, 21-8-1985
Registrar, Gujarat Nursing Council,
Ahmedabad-16.
 11. Smt. P. Visweswari Sivaraman, 30-12-1982
Assistant Director of Medical &
Health
Services (Nursing), Andhra Pradesh
Hyderabad.
 12. Shri Govind Kant Sharma, 13-12-1986
Principal College of Nursing,
Jaipur (Rajasthan)
 13. Miss B. P. Spencer, 27-3-1986
Nursing Superintendent, Jehangir
Nursing Home, 32, Sasoon Road, Pune-
(Maharashtra).
 14. Miss L. P. Telu Ram, 29-8-1973
Director of Nursing Education Services,
Philadelphia Hospital, Ambala City
(Haryana).
 15. Smt. J. Sealan, 9-1-1985
Matron, Kamla Nehru Hospital,
Shimla (H.P.)
- II. UNDER THE HEADING "ELECTED
UNDER CLAUSE (b) of sub-section (1) of
section-3" :—
1. Mrs. B. Bhattacharya, 18-2-1987
Principal, Raj Kumari Amrit Kaur to
College of Nursing, Andrews Ganj, 6-11-1989
New Delhi-49.
 2. Dr. (Mrs.) M. Dean 7-11-1984
Principal, College of Nursing,
C.M.C., Ludhiana (Punjab)

- III. UNDER THE HEADING "ELECTED UNDER
CLAUSE (c) of sub-section (1) of section 3" :—
1. Mrs. Z. Jamal, 15-12-1985
Superintendent, Government Health
School,
Bareilly (U.P.)
- IV. UNDER THE HEADING "ELECTED UNDER
CLAUSE (d) of sub-section (1) of section 3" :—
- Dr. P. K. Prusty, 25-3-1983
Assistant Professor of Medicine,
Officers
Quarter No. 6, S.C.N. Medical College
Campus,
Cuttack-753006 (Orissa)
- V. UNDER THE HEADING "ELECTED UNDER
CLAUSE (e) of sub-section (1) of section 3" :—
- Dr. V. Prabhakar Rao, 23-9-1984
Arun Nursing Home Innispect,
Rajamundry-533101 (A.P.)
- VI. UNDER THE HEADING "ELECTED UNDER
CLAUSE (f) of sub-section (1) of section 3" :—
- Mrs. H. Chabook, 25-3-1985
Manik Kunj, Dr. Ambedkar Udyan
Road,
MIRAJ-416410, Distt. Sangali
(Maharashtra).
- VII. UNDER THE HEADING "ELECTED UN-
DER CLAUSE (g)(ii) of sub-section (1) OF
section 3" :—
- Smt. Sharda Sharma, 13-12-1986
Auxiliary Nurse-Midwife, Sawai Man Singh
Hospital, Jaipur (Rajasthan).
- VIII. EX-OFFICIO MEMBER (BY WHATEVER
NAME CALLED) UNDER CLAUSE (h) OF
sub-section (1) of section 3" :—
- The Director General of Health Services, Direc-
torate General of Health Services, Nirman Bha-
van, New Delhi-110011.
- IX. EX-OFFICIO MEMBER (BY WHATEVER
NAME CALLED) UNDER CLAUSE (i) of
sub-section (1) of section 3" :—
- The Director of Military Nursing Services,
Adjutant General's Branch, Medical Direc-
torate, Army Hdqrs., DHQ, New Delhi.
- X. EX-OFFICIO MEMBER (BY WHATEVER
NAME CALLED) UNDER CLAUSE (j) OF
sub-section (1) of section 3" :—
- The Nursing Adviser,
Directorate General of Health Services (Nursing
Section), Nirman Bhavan, New Delhi-110011.
- XI. EX-OFFICIO MEMBER (BY WHATEVER
NAME CALLED) UNDER CLAUSE (k) OF
sub-section (1) of section 3" :—
- The Director of Maternity and Child Welfare,
Indian Red Cross Society, New Delhi.

XII. EX-OFFICIO MEMBERS (BY WHATEVER NAME CALLED) UNDER CLAUSE (I) OF sub-section (1) of section 3" :—

1. The Director of Medical & Health Services, Andhra Pradesh, Hyderabad.
2. The Director of Health Services, Assam, Gauhati.
3. The Director of Health Services, Bihar, Patna.
4. The Director of Health Services, Maharashtra, Bombay.
5. The Director of Health Services, Kerala, Trivandrum.
6. The Director of Health Services, Madhya Pradesh, Bhopal.
7. The Director of Health & Family Welfare Services, Karnataka, Bangalore-9.
8. The Director of Health & Family Welfare Services, Tamil Nadu, Madras-6.
9. The Director of Health & Family Welfare Services, Orissa, Bhubaneswar.
10. The Director of Medical & Health Services, Rajasthan, Jaipur.
11. The Director of Health Services, Punjab, Chandigarh.
12. The Director of Medical & Health Services, Uttar Pradesh, Lucknow.
13. The Director of Health Services, West Bengal, Calcutta.
14. The Director of Health & Medical Services, Gujarat, Ahmedabad-16.
15. The Director of Health Services, Nagaland, Kohima.
16. The Director of Health Services, Haryana, Chandigarh.
17. The Director of Health Services, Himachal Pradesh, Simla.
18. The Director of Health Services, Tripura, Agartala.
19. The Director of Health Services, Meghalaya, Shillong.
20. The Director of Health Services, Manipur, Imphal.
21. The Director of Health Services, Sikkim, Gangtok.
22. The Director of Health Services, Arunachal Pradesh, Shillong.
23. The Director of Health Services, Mizoram, Aizwal.
24. The Director of Health Services, Goa, Panaji.

XIII. EX-OFFICIO MEMBERS (BY WHATEVER NAME CALLED) UNDER CLAUSE (m) OF sub-section (1) of section 3" :—

1. The Assistant Director of Medical and Health Services (Nursing), Andhra Pradesh, Hyderabad. 7-1-1987

2. The Superintendent of Nursing Services, Office of the Director of Health Services, Assam, Gauhati. 7-1-1987
3. The Superintendent of Nursing Services, Directorate of Health Services, Maharashtra, Bombay. 7-1-1987
4. The Assistant Director (Nursing), Directorate of Health Services, Madhya Pradesh, Bhopal. 7-1-1987
5. The Assistant Director of Health Services (Nursing), Tamil Nadu, Madras. 7-1-1987
6. The Deputy Director (Nursing), Directorate of Medical & Health Services, Uttar Pradesh, Lucknow. 7-1-1987
7. The Deputy Director (Nursing), Directorate of Health Services, West Bengal, Calcutta. 7-1-1987
8. The Deputy Director (Nursing), Directorate of Health Services, Haryana, Chandigarh. 7-1-1987

XIV. NOMINATED MEMBERS UNDER CLAUSE (n) of sub-section (1) of section 3" :—

1. Miss T.H.A. Khan, 15-10-1985
H. No. 8-2-417/1, Road No. 4, Banjara Hills, Hyderabad-12 (A.P.)
2. Ms Prem Mehra, 15-10-1985
Associate Professor, National Institute of Health and Family Welfare, Munirka, New Delhi.
3. Dr. (Mrs.) Mancy Alexander, 15-10-1985
Assistant Professor of Obst. & Gyn., Philips Hospital, 10-B, Kakkan Street, Madras-45.
4. Mrs. of K. Zao, 15-10-1985
Nursing Superintendent, Directorate of Health Services, Nagaland, Kohima.

XV. ELECTED MEMBERS UNDER CLAUSE (h) of sub-section (1) of section 3".—

1. Smt. Chandra Bhanu Devi, 23-7-1985
Member of Parliament, (Lok Sabha), 30, North Avenue, New Delhi.
2. Prof. Saifuddin Soz, 23-7-1985
Member of Parliament, (Lok Sabha), C-1-7, Humayun Road, New Delhi.
3. Smt. Bijoy Chakravorty, 13-5-1986
Member of Parliament, (Rajya Sabha), 53, South Avenue, New Delhi.

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 9th September, 1987

CORRIGENDUM

S.O. 2601.—In the notification of the Government of India, in the Ministry of Energy (Department of Coal) No. S.O. 1476 dated the 12th May, 1987, published at pages 2109-2110 of the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 13th June, 1987, at page 2110—

- (1) in the schedule in column Village, for "Shobapur", read "Shobhapur";
- (2) in boundary description, in line C-D, for "4311", read "43211".

[No. 43015/9/86-CA]

SAMAY SINGH, Under Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 8 सितम्बर, 1987

का.अ. 2602.—राष्ट्रीय विमानपत्तन प्राधिकरण अधिनियम, 1985, (1985 का 64) के खंड 3 के उप-खंड-3 द्वारा प्रदत्त शक्तियों का उपयोग करते हुए, केन्द्रीय सरकार, एयर कमिश्नर एम.एन. अमृतालिंगम को राष्ट्रीय विमानपत्तन प्राधिकरण में 4000-125-1500 रुपए के अनुसूची "ख" वेतनमान में, उनके द्वारा पद का कार्यभार संभालने की तारीख से तीन वर्ष की अवधि के लिये तत्काल समावेशन पर (इंजीनियरी व योजना) के रूप में नियुक्त करती है।

[संख्या ए-11013/1/87-एन ए. ए.]

जे. आर. नागपाल, अवर सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 8th September, 1987

S.O. 2602.—In exercise of the powers conferred by Sub-section 3 of the Section 3 of the National Airports Authority Act, 1985 (64 of 1985), the Central Government hereby appoints Air Cdr. M. N. Amritalingam as a whole-time Member (Engg. & Planning) in the National Airports Authority in Schedule 'B' scale of pay of Rs. 4000-12-4500 on immediate absorption basis, for a period of three years the date he assumes charge of the post.

[No. A. 11013/1/87-NAA]

J. R. NAGPAL, Under Secy.

मानव संसाधन विकास मंत्रालय

(युवा कार्यक्रम और खेल विभाग)

नई दिल्ली, 2 सितम्बर, 1987

का.अ. 2603.—समय-समय पर संशोधित के अनुसार भारत के राजपत्र (अध्यात्मिक) भाग 2, खंड 3, उप-खंड (ii) दिनांक 25 मार्च, 1983 में प्रकाशित शिक्षा तथा संस्कृति मंत्रालय की अधिसूचना एम.आ. संख्या 166(ई) दिनांक 22 मार्च, 1982 के क्रम में केन्द्रीय सरकार पुनः अक्षय निधि अधिनियम, 1890 के खंड 4(I) के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए और शिक्षाओं के लिए राष्ट्रीय कल्याण कोष के प्रशासन और प्रबंध के प्रयोजन के लिए केन्द्रीय समिति की सहमति से एतद्वारा यह आदेश देती है कि 5 लाख रुपये (केवल पांच लाख रुपये) की राशि भारत के पुनः अक्षय निधि के कोषाध्यक्ष

और निरुपेक्ष के कार्यालय में उसके उत्तराधिकारी के पास उक्त राशि और उससे प्राप्त डाकखानों की समय जमा योजना में पांच वर्ष की अवधि के लिए जमा करने के लिए रहेगी।

[वि.सं. 13-47/87-वेन-4]

रमेश कुमार, अवर सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Y. A. & Sports)

New Delhi, the 2nd September, 1987

S.O. 2603.—In continuation of the Ministry of Education and Culture Notification S.O. No. 166(E) dated 22nd March, 1982 published in the Gazette of India (Extraordinary) Part II, Section 3, Sub-section (ii) dated 25th March, 1982, as modified from time to time, the Central Government in exercise of the powers conferred under section 4(1) of the Charitable Endowment Act, 1890 and with the concurrence of the General Committee for the purpose of Management and Administration of the National Welfare Fund for Sports persons do hereby order that an amount of Rs. 5 lakhs (Rupees five lakhs only) be vested in the Treasurer of Charitable Endowment for India to be held by him and his successors in office upon trust to hold the said monies and the income thereof for a period of five years for deposit in the Post Office Time Deposit Scheme.

[No. F. 13-47/87-SP.IV]

RAMESH KUMAR, Under Secy.

संचार मंत्रालय

(दूरसंचार विभाग)

नई दिल्ली 15 सितम्बर, 1987

का.अ. 2604.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने कोझिकलनाथम तथा तिरुपुवनम टेलीफोन केन्द्रों, तामिलनाडु संकलन में दिनांक 30-9-1987 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-1/87-पी एच बी]

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 15th September, 1987

S.O. 2604.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 30th September, 1987 as the date on which the Measured Rate System will be introduced in Kozhikkalathnam and Tirupuvanam Telephone Exchanges in Tamil Nadu Telecom. Circle.

[No. 5-1/87-PHB]

का.अ. 2605.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434, के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने कट्टानम, नूदनाड, वल्लिकुलम तथा तामटकुलम टेलीफोन केन्द्रों, केरला संकलन में दिनांक 2-10-1987 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-2/87-पी एच बी]

पी. आर. कारड, सहायक महानिदेशक (पी. एच. बी.)

S.O. 2605.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 2nd October, 1987 as the date on which the Measured Rate System will be introduced in Kattanam, Nooranad, Vallikunnam and Thamarakulam Telephone Exchanges, Kerala Telecom. Circle.

[No. 5-2/87-PHB]

P. R. KARRA, Asstt. Director Genl. (PHB)

शहरी विकास मंत्रालय

नई दिल्ली, 10 सितम्बर, 1987

का.आ. 2606.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिये प्रयोग) नियमावली, 1976 के नियम 10(4) के अनुसरण में शहरी विकास मंत्रालय के अधीन निम्नलिखित कार्यालय को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

आवास तथा नगर विकास निगम,
हुडको हाउस, लोधी रोड,
नई दिल्ली-110003

[सं. ई.-11017/9/85-हिन्दी]

घन श्यम, उप निदेशक (राजभाषा)

MINISTRY OF URBAN DEVELOPMENT

New Delhi, the 10th September, 1987

S. O. 2606.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use of Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office under the Ministry of Urban Development whereof more than 80 % staff have acquired working knowledge of Hindi :—

Housing and Urban Development Corporation,
HUDCO House,
Lodi Road, New Delhi, 110023.

[No. E-11017/9/85-Hindi]

GHAN SHYAM, Dy. Director (Official Language)

शहरी विकास मंत्रालय

(संपदा निदेशालय)

नई दिल्ली, 21 सितम्बर, 1987

का.आ. 2607.—राष्ट्रपति, सरकारी निवास-स्थान आर्बटन (दिल्ली में साधारण पूल) नियम, 1963 के अनुपूरक नियम 317-ख-2 के खंड (ख) के अनुसरण में, भारत सरकार के निर्माण और आवास मंत्रालय (संपदा निदेशालय) की अधिसूचना सं० का.आ. 2966, तारीख 25 अगस्त, 1984 का निम्नलिखित संशोधन करते हैं, अर्थात् :—

उक्त अधिसूचना में, “30 सितम्बर, 1987” शब्द और शब्दों के स्थान पर “31 दिसम्बर, 1987” शब्द और शब्द रखे जाएंगे।

[फा० सं० 12033(1)/86-नीति-II]

(Directorate of Estates)

New Delhi, the 21st September, 1987

S.O. 2607.—In pursuance of clause (b) of SR. 317-B-2 of the Allotment of Government Residences (General Pool in Delhi) Rules, 1963, the President hereby makes the following amendments in the notification of the Government of India in the Ministry of Urban Development (Directorate of Estates) S.O. No. 2966 dated 25th August, 1984, namely :—

In the said notification for the words and figures “the 30th day of September, 1987”, the words and figures “the 31st day of December, 1987” shall be substituted.

[F. No. 12033(1)/86-Pol. II]

का.आ. 2608.—राष्ट्रपति, सरकारी निवास-स्थान आर्बटन (गाज़ियाबाद में साधारण पूल) नियम, 1979 के अनुपूरक नियम 317-क-2 के खंड (ख) के अनुसरण में, भारत सरकार के निर्माण और आवास मंत्रालय (संपदा निदेशालय) की अधिसूचना सं० का.आ. 942 (अ) तारीख 11 दिसम्बर, 1984 का निम्नलिखित संशोधन करते हैं, अर्थात् :—

उक्त अधिसूचना में, “30 सितम्बर 1987” शब्द और शब्दों के स्थान पर “31 दिसम्बर 1987” शब्द और शब्द रखे जाएंगे।

[फा० सं० 12033(1)/86-नीति-II]

S.O. 2608.—In pursuance of clause (b) of SR. 317-AR-2 of the Allotment of Government Residences (General Pool in Ghaziabad) Rules, 1979, the President hereby makes the following amendments in the notification of the Government of India in the Ministry of Urban Development (Directorate of Estates) S.O. 942(E) dated 11th December, 1984 namely:—

In the said notification for the words and figures “the 30th day of September, 1987”, the words and figures “the 31st day of December, 1987” shall be substituted.

[F. No. 12033(1)/86-Pol. II]

का.आ. 2609.—राष्ट्रपति, सरकारी निवास-स्थान आर्बटन (इंदौर में साधारण पूल) नियम, 1989 के अनुपूरक नियम 317-क-2 के खंड (ख) के अनुसरण में, भारत सरकार के निर्माण और आवास मंत्रालय (संपदा निदेशालय) की अधिसूचना सं० का.आ. 941 (अ) तारीख 11 दिसम्बर, 1984 का निम्नलिखित संशोधन करते हैं, अर्थात् :—

उक्त अधिसूचना में, “30 सितम्बर 1987” शब्द और शब्दों के स्थान पर “31 दिसम्बर 1987” शब्द और शब्द रखे जाएंगे।

[फा० सं० 12033(1)/86-नीति-II]

S.O. 2609.—In pursuance of clause (b) of SR 317-AS-2 of the Allotment of Government Residences (General Pool in Indore) Rules, 1979, the President hereby makes the following amendments in the notification of the Government of India in the Ministry of Urban Development (Directorate of Estates) S.O. 941(E) dated 11th December, 1984, namely:—

In the said notification for the words and figures “the 30th day of September, 1987”, the words and figures “the 31st day of December, 1987” shall be substituted.

[F. No. 12033(1)/86-Pol. II]

का.आ. 2610.—राष्ट्रपति, सरकारी निवास-स्थान आर्बटन (दिल्ली में साधारण पूल) नियम, 1963 के अनुपूरक नियम 317-ख-2 के खंड (ख) के अनुसरण में, 1 जनवरी 1988 को प्रारम्भ होने वाली और 31 दिसम्बर, 1989 को समाप्त होने वाली अवधि को, अगले आर्बटन की अवधि के रूप में अधिसूचित करते हैं।

[फा० सं० 12033(1)/86-नीति-II]

S.O. 2610.—In pursuance of clause (b) of SR. 317-AR-2 of the Allotment of Government Residences (General Pool in Delhi) Rules, 1963, the President hereby notifies the period commencing on the first day of January, 1988 and ending on the 31st day of December, 1989 as the period of next Allotment Year.

[F. No. 12033(1)/86-Pol.II]

कां०स्रा० 2611.—राष्ट्रपति सरकारी निवास-स्थान आवंटन (गुह्याबाद में साधारण पूल) नियम, 1979 के अनु० नि० 317-कद-2 के खंड (ख) के अनुसरण में 1 जनवरी, 1988 को आरंभ होने वाली और 31 दिसम्बर, 1989 को समाप्त होने वाली अवधि को अगले आवंटन वर्ष की अवधि के रूप में अधिसूचित करते हैं।

[फा० सं० 12033(1)/86-नीति-II]

S.O. 2611.—In pursuance of clause (b) of SR. 317-AR-2 of the Allotment of Government Residences (General Pool in Ghaziabad) Rules, 1979, the President hereby notifies the period commencing on the first day of January, 1988 and ending on the 31st day of December, 1989 as the period of next Allotment Year.

[F. No. 12033(1)/86-Pol.II]

कां०स्रा० 2611.—राष्ट्रपति, सरकारी निवास-स्थान आवंटन (उदौर में साधारण पूल) नियम, 1979 के अनु० नि० 317-कद-2 के खंड (ख) के अनुसरण में 1 जनवरी, 1988 को आरंभ होने वाली और 31 दिसम्बर, 1989 को समाप्त होने वाली अवधि को अगले आवंटन वर्ष की अवधि के रूप में अधिसूचित करते हैं।

[फा० सं० 12033(1)/86-नीति-II]

श्री०एस० रामन, संपद: उपनिदेशक

S.O. 2612.—In pursuance of clause (b) of SR. 317-AS-2 of the Allotment of Government Residences (General Pool in Indore) Rules, 1979, the President hereby notifies the period commencing on the first day of January, 1988 and ending on the 31st day of December, 1989 as the period of next Allotment Year.

[F. No. 12033(1)/86-Pol. II]

V. S. RAMAN, Dy. Director of Estates

अम मंत्रालय

नई दिल्ली, 3 सितम्बर, 1987

कां०स्रा० 2613.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मिट्टी कार्य देहरादून के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27 अगस्त, 1987 को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 3rd September, 1987

S.O. 2613.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Kanpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Military Farm, Dehradun and their workmen, which was received by the Central Government on the 27th August, 1987.

87/1090/GI-3

BEFORE SHRI ARJAN DEO, PRESIDING OFFICER,
CENTRAL GOVT., INDUSTRIAL TRIBUNAL CUM
LABOUR COURT, KANPUR

Industrial Dispute No. 19 of 1987

Reference No. L-14012/30/85-D.II(B) dated 22-1-1987.

In the matter of dispute between

Shri Seo Prasad, resident of Military Diary Farm
Garhari, Dehradun.

AND

The Officer-in-charge
Military Diary Farm Cantonment
Garahi Dehradun.

APPEARANCE:

Shri Tirath Bir Singh Thapa, for the Management
None for the workman.

AWARD

1. The Central Govt., Ministry of Labour, vide its notification No. L-14012/30/85-D.II(B) dt. 22-1-87, has referred the following dispute to this Tribunal for adjudication;

Whether the action of the management of Military Farm Dehradun in terminating the services of Shri Seo Prasad w.e.f. June 1982 is justified? If not, to what relief the workman concerned is entitled?

2. On being received the aforesaid reference from the Ministry of Labour on 22-1-87 notices were issued to the parties fixing 23-4-87 for filing their respective claims along with the documents relied upon. Parties having not appeared fresh notices were issued on 3-5-87 in pursuance of order dt. 23-4-87 for 26-5-87. Again the parties did not appear. Once again notices were issued to the parties on 31-7-87 in pursuance of order dt. 30-7-87 fixing 19-8-87 for filing on claim statement complete with documents list of reliance and witnesses by the workman. On 19-9-87, the management put in appearance through Sri Tirath Bir Singh Thapa. Registered notice sent to the workman was, however, received back with the postal endorsement that the workman named is not available on the said address. Is the circumstances this Tribunal is left with no option but to dispose off the reference in default of workman. Hence let it go as no claim award.

Let six copies of this award be sent to the Govt., for publication.

ARJAN DEV, Presiding Officer.

[No. L-14012/30/85-D.II(B)]

कां०स्रा० 2614.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार धारा 33-ए के तहत की पी डब्ल्यू डी मजदूर युनियन द्वारा शिकायत के सम्बन्ध में के बीच, अनुबन्ध निम्नलिखित औद्योगिक विवाद में मध्यस्थ के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 27 अगस्त 1987 को प्राप्त हुआ था।

S.O. 2614.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrators on a complaint U/s 33.A made by the CPWD Mazdoor Union, New Delhi, as shown in the Annexure in the industrial dispute between the employers in relation to the management of C.P.W.D. and their workmen, which was received by the Central Government on the 27th August, 1987.

BEFORE BOARD OF ARBITRATORS IN THE DISPUTE BETWEEN CPWD ADMINISTRATION AND CPWD MAZDOOR UNION (UNDER SECTION 10A OF INDUSTRIAL DISPUTES ACT, 1947, 507 (5TH FLOOR),

SHRAM SHAKTI, NEW DELHI

Notification No. L. 42013/1/86-D. II(B) dated 31st October, 1986 read with Notification dated 7th November, 1986 issued by the Government of India in the Ministry of Labour

I.D. No. Arbitration/86/Con. I

In the matter of complaint under Section 33-A of Industrial Disputes Act, 1947

BETWEEN

CPWD Mazdoor Union,

E-26, Raja Bazar (Old Qtrs.),

DIZ Area, Baba Kharak Singh Marg,

New Delhi.

Through the General Secretary ... Workmen Complainant

AND

Director General of Works,

CPWD, Nirman Bhavan, New Delhi,

Through Director of Administration, Management/
Employers...
Non-Complainant.

APPEARANCES:

1. For the Management—Shri B. B. Singh and Shri S. M. Das.
2. For the Workmen—Shri B. K. Prasad.

AWARD

Shri B. K. Prasad, General Secretary, CPWD Mazdoor Union Complainant (hereinafter briefly Union) presented a complaint against the employer/management of Director General of Works, CPWD (hereinafter briefly CPWD Administration).

1. The Workmen who are directly connected with the industrial dispute pending before this Board of Arbitrators appointed under statutory notification regarding re-classification/re-categorisation of different posts and revision of pay scale from 1st January, 1973 in respect of workmen engaged on different establishments of CPWD Administration under the name of style workcharged establishment/regular classified establishment workmen all over the India. The management of CPWD and CPWD Mazdoor Union signed a memorandum of settlement under Section 12(3) of the I.D. Act, 1947 during conciliation on 5th September, 1986 in which there was an agreement on the demand of equal pay for equal work to muster roll employees, productivity linked bonus from 1982-83, OTA under Minimum Wages Act from 1st January, 1974 to the schedule employments etc. which agreement was of binding nature in the light of Section 18 of the I.D. Act, 1947. The memorandum of settlement was not implemented for more than seven months. The Union gave a call for indefinite strike w.e.f. 23rd June, 1987 over a charter of seven demands and the strike continued till 29th June, 1987. Though the continuous strike was not prohibited under the provisions of Industrial Disputes Act, the CPWD administration issued the following orders which were prejudicial to the service conditions of the concerned workmen and the order read as:—

- (a) For the period the workers who are absent from duty due to strike, no pay admissible.
- (b) Services of all muster roll workers remaining absent till 30th June, 1987 during the strike to be terminated w.e.f. 1st July, 1987.
- (c) Regular/workcharged establishment workers absent from duty due to strike liable for break in service for the period of absence.

The CPWD Administration contravened Section 33 of Industrial Disputes Act by deducting wages for the period of absence of strike and treating the period of strike as break in service of workcharged/regular classified staff throughout the country. The complaint made above falls within the jurisdiction of this Arbitration i.e. the Board of Arbitration. The CPWD Administration failed to observe principles of natural justice like holding of enquiry before issuing punitive orders. The workers concerned are directly connected with the dispute pending before this Board of Arbitration. The CPWD Administration hereinafter said above issued orders only with a view to victimise the workmen for their legitimate constitutional activities. The CPWD Administration ordered deduction of wages and deducted wages and effected changes in service conditions without the express permission of this Board of Arbitration. The Union prayed for questioning or setting aside the orders hereinafter said above and restore the conditions of service to the workmen as existed on the day of notification of Arbitration Agreement. The Union prayed further that the orders issued by the CPWD administration should be set aside and or direction be issued for refunding deducted amount of pay and allowances to the workcharged/regular classified categories for the period from 23rd June, 1987 to 29th June, 1987.

2. Due notice alongwith a copy of complaint of the Union was issued by the Board of Arbitrators to the CPWD Administration on 3rd July, 1987 which was received by them on 3rd July, itself. Under the above said notice, CPWD administration was called upon to submit their reply or say by 7th of July, 1987. It was also notified in the said notice that the petition shall be heard on 7th July, 1987. The Board having met on 7th July, 1987 observed that no written reply was received from CPWD Administration though Shri B. B. Singh, Deputy Director of Administration appeared before the Board. Shri Singh submitted to the Board that CPWD Mazdoor Union went on strike during pendency of the proceedings before the Board of Arbitrators despite Board's order dated 3rd March, 1987, so the indefinite strike was in violation of Board's directive and strike was illegal. He also submitted that industrial dispute on 7 charter of demands on the indefinite strike notice of the Union was pending before Regional Labour Commissioner (Central) (Hqrs.) and proceedings of workmen a call of CPWD Mazdoor Union on indefinite strike during pendency of the conciliation also attracts the provisions of illegality of strike. Shri Singh further submitted that memorandum of understanding dated 19th April, 1987 was entered by the CPWD Administration with the CPWD Mazdoor Union wherein the Union assured to maintain Industrial peace and thus going on indefinite strike contravened Section 19 of the I.D. Act as being breach of the settlement dated 19th April, 1987. Shri B. B. Singh also submitted to the Board that Board of Arbitration is not a proper forum to decide the complaint because to the Board of Arbitrators there is no reference and in the event of any grievance, if at all, the Union is free to approach Industrial Tribunal or Labour Court.

3. The Union reiterated their complaint before the Board and submitted that the complaint is based on certain facts contained in order No. 45(1)/87-EC. X/Part-I dated 29th June, 1987. Shri Prasad submitted that the decision of the Hon'ble Board to refrain on going on indefinite strike was with reference to complaint under Section 33-A on the publication and implementation of Working Group Report and the 7 charter of demands on which CPWD workmen had been on strike, does not have any concern with the Industrial Dispute pending before the Board of Arbitration. Therefore, Shri Prasad submitted that Board's directives have been perfectly respected and they have not violated in any way by going on indefinite strike from 23rd June, 1987. Shri Prasad further submitted that the strike was neither prohibited under law by the appropriate Government nor the question of strike being illegal arose. Shri Prasad emphatically submitted that the workmen of CPWD were driven to wall because of non-implementation of memorandum of settlement dated 5th September, 1986 during conciliation by the management of CPWD and CPWD Mazdoor Union and the management also violated in different ways the provisions of the said settlement. Shri Prasad further also submitted that by going on indefinite strike the CPWD Mazdoor Union has also not violated in any way the memorandum of understanding dated 19th April, 1987. In fact, the management which had not implemented items 1, 5, 6, 13 and 14 of the memorandum of settlement dated 5th September, 1986. On this account also

the strike is not illegal as alleged by management. Shri Prasad emphatically submitted before the Board that the management has committed breach of service conditions as covered under Section 33 of the I.D. Act and therefore, the complaint under Section 33-A is maintainable. Shri Prasad stated that the Management has introduced break-in-service of work-charged staff and regular classified staff and that the management has also effected deduction of wages in accordance with their order dated 29th June, 1987. Shri Prasad stated that these deductions of wages is violative of Section 7(2)(b) read with provisions of Section 9(1) of Payment of Wages Act 1936 because the establishment of CPWD is covered under the definition laid down in Section 2(g) of the said Act. Shri Prasad cited case laws in the following cases :

- (i) Cal. 11J II 1977 p. 285.
- (ii) G. T. Lad and Ors. SC LLJ Vol. I 1979 p. 257.
- (iii) Rohtas Industry Limited Vol. 12 1979 LIC p. 18.
- (iv) Shiv Shankar LIC Vol. 18 1985 p. 371.
- (v) LIC Vol. 19 1986 regarding case of General Manager Paper Mill.

Concludingly, Shri Prasad also submitted that the employees whose wages have been cut, break in service effected belonged to Workcharged Staff/regular classified establishment and all the workmen in these categories are directly concerned and connected with the industrial dispute pending before this Hon'ble Arbitration and insistingly submitted that the complaint petition be admitted.

4. The Board heard the parties on 7th July, 1987 and felt that it would be fair to extend opportunity in the interest of natural justice to further give time to CPWD management to present their case on 15th July, 1987.

5. The full Board met as scheduled on 15th July, 1987. Shri S. M. Das, DD (Trg.), CPWD appeared on behalf of the management and handed over an application for a fortnight adjournment on the plea to enable the CPWD administration to obtain legal advice in the matter. Shri Prasad, complainant objected to the adjournment and submitted that already the non-complainant have availed two adjournments. The Board of arbitration decided to reject the request of non-complainant for adjournments as it did not match merit and the complaint petition of the complainant was processed further. The Board decided to proceed further after having heard Shri Prasad complainant who made out a prima-facie case to establish that there have been circumstances which led to complaint for breach of Section 33 of the I.D. Act, 1947. The Board satisfied with the prima-facie complaint and directed the parties to lead their evidence. The Board then proceeded to examine the witnesses on the complaint of the Union and the management representative was given an opportunity for cross examination.

6. In the deposition before the Board Shri Ashok Kumar, Upholster in 'N' Division and Jt. Secretary CPWD Mazdoor Union deposed and in his deposition he stated that his A.E. Mr. Sain told him about the break-in-service w.e.f. 23rd June to 29th June, 1987 and that his 7 days' salary had been deducted and to that extent salary for the month of June was paid to him. Shri Ashok Kumar also deposed that orders of Additional Director General of Administration, were shown to him and the said order was also fixed on the notice Board of the Sub-Division. However, no enquiry was held before effecting break-in-service and deduction of wages. In cross examination by Mr. Das, Shri Ashok Kumar deposed that on the basis of the memorandum of settlement with the Union on 5th September, 1986, wages for two days of the strike were paid to him. Subsequently Shri Harphool Singh, Carpenter 'B' Division, another workcharged staff deposed before the Board and submitted that he remained on strike w.e.f. 23rd to 29th June, 1987 and his SDO, Shri U. S. Gupta showed him an English order and he was asked to sign a joining report. His wages for 8 days were deducted whereas he was on strike for 7 days only. Shri Harphool Singh told that no enquiry was held or notice given before deduction of wages and also submitted that in the last strike of 3rd and 4th September, 1986 he was paid wages. Shri Singh also submitted that he requested the SDO to give a copy of the order and right of defence before effecting break-in-service which

was rejected, in the cross examination by Mr. Das, Shri Harphool Singh stated that he resumed duty on the call of his union on 30th June, 1987 and was not aware that his salary of strike would be cut. He was paid salary of last strike of 3rd and 4th September, 1986. Replying clarification by Board, Shri Harphool Singh submitted that he was not made aware of issuing any notice by the management about the illegality of strike and wage cut etc. Third Union witness Shri Mohinder Singh, AC Mechanic workcharged staff deposed that he was on strike from 23rd June to 29th June, 1987 and SDO told him about 7 days out of salary for the month of June, 1987 and had shown a copy of order dated 29th June, 1987 signed by ADE (Admin.). Shri Singh submitted that he is a member of the Executive of Delhi Regional Council of CPWD Mazdoor Union and was also handed over transfer order/relieve order from Safdarjung Hospital Elect. Division to AC Division IV. He further submitted that no enquiry was held and that his wages were cut and break in service effected. In cross examination by Shri Das, Shri Mohinder Singh agreed that he did not perform duties for 7 days during strike and no enquiry was held before deducting wages. Shri Mohinder Singh replied that he was not aware that there could be his transfer order on account of union activities and the transfer has been affected only after 13 months when he came to Safdarjung Hospital, Elect. Division on promotion. Fourth Union witness was Shri Rimal, Mali, Central Division Hort. WC Staff who was on strike from 23rd June, 1987 to 29th June, 1987 and deposed that his wages for 8 days had been cut without holding any enquiry. His Asstt. Director Mr. Walia told him that there was break-in-service. He also deposed that his SDO told him that there was no necessity of show cause to WC/regular classified staff before deduction of wages or break-in-service. In cross examination by Shri Das, Shri Rimal deposed that to go on strike was not against the law. He further deposed that he did not work because he was on strike and during the last strike of 3rd and 4th September, 1986, he was paid wages. Fifth union witness was Shri Satish Kumar, Beldar, PWD(DA)-XXIII who deposed before the Board that he was on muster roll as NTS from March, 1976 and regularised as Beldar on 30th May, 1982 and doing the work of NTS. Shri Satish Kumar also submitted that he was Asst. Secretary Delhi of CPWD Mazdoor Union and was on strike from 23rd June to 29th June, 1987 on the call of his union. He further submitted that his A.E. Mr. Menon told him that break-in-service has been affected and no show cause notice is necessary to WC/Regular classified staff. His request for a copy of order was also declined. In cross examination by Mr. S. M. Das, Shri Satish Kumar submitted that he did not work because he was on strike. Shri Satish Kumar further submitted that he was not aware about the wage cut and break-in-service or illegality of strike and he resumed duty on the call of his union on 30th June, 1987. In their reply to the clarification by Board, Shri Satish Kumar submitted that he was not made aware about the illegality of the strike.

7. Shri Prasad, Complainant, closed the evidence on behalf of the workmen. The Board then gave opportunity to the management/employer CPWD non-complainant to produce evidence/witness. Shri Das expressed that he has nothing to produce as evidence/witness. The Board decided to adjourn for arguments on the complaint under Section 33-A of I.D. Act on 23rd July, 1987.

8. The Board met as scheduled on 23rd July, 1987. Brother Arbitrator Shri G. K. Khemani decided not to act as Arbitrator on the ground that he had submitted his resignation and left the chamber. The quorum of the Board meeting is two, and since two Arbitrators were present, it was decided that the proceedings will continue. Shri S. M. Das representing management submitted before the Board reply on the complaint under Section 33-A of the I.D. after closing the evidence on 15th July, 1987 which are briefly as under :-

"The Department would not discuss anything outside the terms of reference as the Board of Arbitration has no jurisdiction to decide the instant case and is not covered by terms of reference. Another ground given by the Management was that union had also lodged a similar complaint before RLC(C)(Hqrs.) who was also enquiring into the matter. Obviously two authorities could not look into the same complaint simultaneously. In the parawise comments on the complaint of the union it was submitted that matter does not fall under the jurisdiction of the

Board as per terms of reference. The Board may not decide any issue which has not been referred to them. It is clear from Section 33(v)(2) of the I.D. Act, there has been no violation of principle of natural justice as the very act of the workmen who have gone on strike was illegal because the strike had been declared illegal. No relevant provisions of I.D. Act under the provisions of ID Act and under the provisions of ESMA, CPWD administration further submitted that there had been no victimisation of the workers on account of trade union activities and on the contrary by going on illegal strike, the Mazdoor Union had violated memorandum of understanding signed by them with the management on 19th April, 1987 under which they had undertaken to maintain industrial peace and not to proceed on strike, for a period of six months from the date of signing of memorandum of understanding and in violation of I.D. Act. The jurisdiction of Board as per terms of reference which cover re-classification/re-categorisation of workers and anything other than it is beyond the purview of this Board to entertain and consider. The employer CPWD, non-complainant also submitted that the indefinite strike was illegal because conciliation proceedings were continuing thereby violating Section 23-A of the I.D. Act 1947. The fact that the strike was illegal was made known by Radio and Doordarshan. As the strike was illegal, the action of the management to face the strike did not violate Section 5(c), 6 and 8 of the 5th Schedule of I.D. Act. It was further denied that no prohibitory order issued in continuation of the strike. In this connection it was pointed out that an order under provisions of ESMA by the Administrator of U.T. of Delhi prohibiting any strike in the CPWD and PWD(DA) on 26th June, 1987 as such the strike of CPWD Mazdoor Union was illegal under Section 3(4)(b) of the ESMA, 1981."

9. The Board allowed both the parties to argue their case on merit and Shri Prasad to lead the argument first. Shri Prasad, complainant submitted that CPWD workmen went on strike after giving proper notice and the strike was not prohibited under ID Act by the appropriate Government. The date of commencement of the strike was made well aware to the management, conciliation officer and all concerned authorities. The workmen of CPWD were forced to go on indefinite strike because the management of CPWD were not paying any heed to their numerous written requests for implementation of the memorandum of settlement dated 5th September, 1986 during conciliation which is binding under law despite more than 7 months elapsed, no action was taken by the management by the Labour industrial machinery to prosecute the management as per provisions of Section 29 on which account the CPWD Mazdoor Union made requests several times and requested the Minister for Urban Development, Secretary, Ministry of Urban Development, Director General Works, CPWD for negotiated settlement but of no avail and the memorandum of understanding dated 19th April, 1987 was also not honoured as payment of equal pay for equal work from 17th January, 1986 were not paid by the management and other demands settled amicably as per their assurances. More than 7000 CPWD workmen engaged on different works at Civil Aerodromes being maintained by CPWD were threatened being surplus and retrenchment because the National Airport Authority decided not to take workmen alongwith the work. Shri Prasad also emphatically refuted that CPWD Mazdoor Union have ever entered into an agreement on 19th April, 1987 not to proceed on strike. The complainant further refuted that the complaint under Section 33-A of the I.D. Act in respect of WC Staff/regular classified staff has been submitted to RLC(C). The only complaint of these two categories is pending before this Hon'ble Board of Arbitration because these categories redirectly concerned with the industrial dispute pending before the Board of Arbitration Shri Prasad argued that arbitrators are tribunal and cited numerous case laws. He further submitted that the Board of Arbitration is fully competent and it is within the jurisdiction to adjudicate upon the complaint under Sec. 33-A of the ID Act in respect of WC/Regular Classified Staff and the instant complaint/petition before the Hon'ble Board pertains to these two categories only. Shri Prasad argued that Section 33 of the ID Act completely bans the

power of exercise by the employers in respect of workmen directly connected with the industrial dispute pending before the Arbitration save that prior express permission of the Board of Arbitration. The employer CPWD violated Section 33 of the ID Act as they did not seek permission of the Board of Arbitration before effecting any change in service conditions viz. break-in-service and deduction of wages without holding enquiry thereby the workmen in the WC Staff/regular classified categories denied natural justice as provided under law. Shri Prasad emphatically submitted that even if the strike was illegal, the management of CPWD is not permitted by law of the land to deduct the wages without following the provisions of payment of Wages Act which is applicable on the industrial workmen of CPWD. Shri Prasad referred case laws decided by Bombay High Court between M/s. Apar Pvt. Ltd. Company and S. R. Samant and others reported at p. 213—221 in Vol. 41 of 1980 IF&LR. He further cited another case law of Bombay High Court between Mr. Waman Genpal Rout and Cadbury Fry (India) Pvt. Ltd. and another at pp 156 to 162 of Vol. 41 of 1980 IF&LR. He also referred the case decided by High Court of Calcutta between Manoj Kanti Bose and others and Bank of India and others at pp. 285—305 reported in Vol. II of 1977 LLJ. Then Shiv Shankar and other reported in LIC Vol. 18, 1985 p. 731.

Concludingly Shri Prasad insistingly submitted that before reduction in wages as well as effecting break-in-service of the WC Staff and regular classified staff, it was mandatory for the employer of CPWD to hold enquiry and given right of defence to the workmen even if the strike was illegal. Under the provisions of Section 33, the express permission of this Hon'ble Board of Arbitration was also mandatory under law was submitted by Shri B. K. Prasad, Complainant to the Board of Arbitration.

10. Shri S. M. Das on behalf of the management argued that application under Section 33-A is not maintainable as there is no reference of such complaint before the Board of Arbitration as per notification dated 31st October, 1986 by the Ministry of Labour, publishing arbitration agreement. Shri Das submitted that workmen in respect of whom wages have been deducted and break-in-service effected have violated provisions of I.D. Act, 1947 as mentioned in Section 23 and 24 because they went on indefinite strike on 23rd June, 1987 during pendency of the conciliation proceedings before RLC(C) and Dy. CLC(C) and during the pendency of this Board of Arbitration. Shri Das further submitted that strike was declared illegal under ESMA and wide publicity was given from 26th June, 1987 onwards of AIR and TV, Newspapers and all the workmen as well as CPWD Mazdoor Union would have known same and after Delhi Admn issued orders declaring strike in establishments of CPWD/PWD(DA) as illegal under ESMA there is no question of payment of wages during strike and in effecting break-in-service. He also submitted that CPWD is a public utility service and to maintain the essential services use of ESMA and special powers were absolutely necessary and the action of the management in deducting wages and effecting break-in-service of 7 days was fully legal and not unlawful in any respect. Shri Das submitted that CPWD Mazdoor Union was directed by the Board of Arbitration not to go on strike and by going on strike from 23rd June, 1987 to 29th June, 1987 was breach of direction of this Hon'ble Board, as well as Section 29 of the Act. He further submitted that a Memorandum of settlement took place between the CPWD and CPWD Mazdoor Union on 19th April, 1987 before Chief Labour Commissioner (C) during conciliation they have undertaken to keep industrial harmony and not to go on strike and just within 1-1/2 months going on strike is violation of Section 18, 19 of the ID Act, 1947 thereby the action of the management of CPWD in deducting wages and effecting break-in-service for the period of indefinite strike of workmen in June, 1987 was lawful, legal and in doing so no provisions of Section 33 violated by them. However he insistingly submitted to the Board that violations of Section 18, 19 and 29, 23, 24 and 10 of the ID Act have been severely violated by workmen of CPWD and CPWD Mazdoor Union in the light of this. Shri Das prayed that complaint under Section 33-A be rejected by this Hon'ble Board of Arbitration.

11. (1) The object of Section 33 of ID Act 1947 is to hold it for the purpose of prohibition. On the other hand, they are designed to protect the workman concerned during the course of arbitration against the employer's harassment

and victimisation. They seek maintenance of status-quo by prohibiting management's conduct which may give rise to fresh disputes which further exasperate the already strained relation between the employer and the workman. The observation by Supreme Court in *Iata Iron and Steel Company Ltd. vs. S. N. Modak* 1965 11-LLJ-128(SC) hold good in the case before us. In all such cases where industrial disputes are pending before an authority mentioned in this section—(Arbitrators in this case) it was thought necessary that this dispute should be adjudicated upon by arbitrators in a peaceful atmosphere, undisturbed by any subsequent cause for bitterness or unpleasantness. To achieve this, the ban (as in Sec. 33) has been imposed upon the employer exercising his common law or contractual rights to terminate the services of his employees according to the contract or the provisions of law governing sub-service. *Air India Corporation vs. V. A. Rebellow* 1972 1 LLJ. 501. SC may be referred to for the principle enunciated. In other words, the ordinary right of the employer to terminate their services or cause break in the employees' services to their prejudice under general law governing the contract of employment has been banned subject to certain conditions. The motion in *Air India* case is applicable. The ban under Section 33 is, therefore, designed to restrict the interference with the general rights and liabilities of the parties under ordinary law. The employer is free to deal with the employees with the action against the concerned workman if it is not punitive or mala fide or does not amount to unfair labour practice. The legislature devised a formula for reconciling the need of an employer to have liberty to take action against his employees and the necessity of keeping the atmosphere calm and peaceful pending adjudication of the dispute (by arbitrators). Therefore, Section 33(1) have been devised to enable the employers to obtain previous permission from the authority in this case arbitrators.

11. (2) The requirement of prima facie case were spelt out in *Martin Burn Ltd. Vs. R. N. Banerjee*, 1958 1 LLJ. 247 SC wherein it was observed that prima facie case does not mean a case which can be said to be established if the evidence which is laid in support of the same were believed and while determining whether a prima facie case has been made out, the relevant consideration is whether on the evidence laid it was possible to arrive at the conclusion in question and not whether that was the only conclusion which could be arrived at on that evidence. What the arbitrator has to see whether the view taken is the possible view on the evidence on record. In the case before us, the issue of bona fide of the management will have to be considered. Therefore, an element of requirement of prima facie case itself will have to be looked into.

11. (3) The question posed will be whether the requirement of holding a fair enquiry was undergone before the punitive action is taken. The requirement of holding a proper domestic enquiry is an essential condition of a prima facie case. When the management has been guilty of basic errors or violation of principle of natural justice, it is an established situation of a prima facie case. In this case, the management failed to bring evidence before the arbitrators where principle of natural justice has been followed. Thus prima facie case stands established.

11. (4) From the evidence on record it reveals that the order of CPWD administration dated 29th June, 1987 effecting wage cut during strike and effecting break-in-service only was displayed after effecting change in service conditions on 30th June, 1987 and prior to this date the workmen of CPWD were not made aware. It is also clear from evidence on record that show cause notice was not issued to the workmen and striking workmen were not made aware that the intentions of the CPWD administration to cut their wages and effect break-in-service. Both actions of the management are of punitive nature and law forbids the powers of the employers—CPWD to be exercised without issuing show cause or holding any enquiry. The CPWD administration took punitive action contrary to law. The CPWD administration failed to establish that CPWD Mazdoor Union during conciliation on 19th April, 1987 have given any understanding that they would not go on strike. The Memorandum of understanding dated 19th April, 1987 between the management and the Union does not fall within the statutory definition of "settlement" under the provisions of Section 2(p) of the Act.

11. (5) From the records of the arbitrators it reveals that arbitrators refrained the union not to go on strike which

they threatened so, in the event of publication/implementation of working Group Report—which restraint was imposed on the workmen with reference to their complaint on a specific case or matter. The CPWD administration effected deduction of wages without following the principles of natural justice which principle has been laid down in case viz. *Major Kanti Bose, LLJ II 1977 (285)* and *Apar Pvt. Ltd. Co. case (IF&LJ)*. The Arbitrators noted it on record that before effecting change in service conditions of the workmen in the matter of deduction of wages during strike and effecting break-in-service for that period, for which the CPWD administration did not obtain permission at all of this Board of Arbitration though it was mandatory under the provisions of law. The mandatory provisions of Law have been blatantly ignored. The arbitrators, while examining evidence on record and having heard at length the arguments of both the parties, hold that provisions of Section 33 of the I.D. Act, 1947 have been violated by CPWD Administration because the principles of natural justice have been ignored while deducting wages for the period of strike and effecting break-in-service to the extent of strike period under CPWD Administration's order dated 29th June, 1987.

11. (6) The Arbitrators on examination of evidence on record, the case laws placed before them by the Union and the fact that Payment of Wages Act is applicable on the workcharged/regular classified establishments of CPWD being engaged on building and construction activities industry and the said provisions have been violated by not holding enquiry or not issuing show cause notice before reduction in wages (for the period of strike), which the workmen were lawfully entitled to. The action of the management in this regard is punitive. The Arbitrators, therefore, set aside the impugned order dated 29th June, 1987 of the CPWD Management as it is void ab-initio.

11. (7) The Arbitrators observed that neither the appropriate Government has declared the strike, in question, as illegal nor prohibited its continuance. Arbitrators hold that the contention of CPWD Administration that under ESMA the strike was illegal is not relevant while examining issues under I.D. Act, 1947.

11. (8) Now the question is whether break-in-service is punishment or not. Break-in-service would mean that the employees who had earned gratuity or leave during the period would not be entitled thereto and that moreover they would have to start their career afresh and at the lowest scale and their first increment would fall due after completion of one year from the date when that break was broken and the employees would be deemed to be in service. In this way, break in service is punishment inflicted on the employees. Admittedly when an Industrial Dispute is already pending before the arbitrators the management cannot dismiss or suspend or punish an employee without obtaining the express permission in writing from the arbitrators. It is recorded that no such permission has been sought or obtained by the CPWD management. Under the circumstances, the impugned order dt. 29th June, 1987 passed by the management adversely changing the service conditions of the workmen during the pendency of industrial dispute, is liable to be quashed.

11. (9) The Arbitrators quash part (a) and (c) of orders of Ministry of Urban Development circulated by ADG(A) vide his Reference No. 45(1)/87-EC Part I dated 29th June, 1987 and direct the CPWD administration/non-complainant to refund the wages wherever deducted from the employed persons during strike period from 23rd June, 1987 onwards and further directs not to treat the period of strike as break-in-service.

11. (10) The complaint application by the complainant u/section 33-A was admitted by all the three arbitrators and the evidence was taken and recorded in presence of both the arbitrators and Umpire.

11. (11) The complaint petition was heard and evidence and cross-examination was taken place and the date for argument was fixed for 23rd July, 1987 on which date Shri G. K. Khemani Brother arbitrator opted not to act as arbitrator on 23rd July, 1987 and onwards. As there was quorum, the majority of arbitrators heard the arguments of both the parties on 23rd July, 1987 and the decision was taken by them (majority of arbitrators) on the basis of evidence which was lead before both the arbitrators and Umpire.

11, (12) The complaint under Section 33-A of the I.D. Act stands disposed off accordingly.

Given under signature and Seal of the Arbitrators.
(H. S. Vats)
Arbitrator

(M. G. Wanare)
Umpire.

August 21st, 1987.

Further it is ordered that the requisite number of copies of this award and file pertaining thereto be forwarded to the Central Government, Ministry of Labour for necessary action at their end.

Dated the 21st, August, 1987.
New Delhi.
(H. S. Vats)
Arbitrator

(M. G. WANARE)
Umpire.
[No. L-42013/1/86-D.II(B)]
HARI SINGH, Desk Officer

नई दिल्ली, 17 सितम्बर, 1987

का. घा 2615—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, डाइरेक्टर रिजलन फॉर प्रोडक्शन एंड डेमोन्स्ट्रेशन मद्रास के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28 अगस्त 1987 को प्राप्त हुआ था।

New Delhi, the 17th September, 1987

S.O. 2615.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the Management of Director Regional Station for Forage production and Demonstration, Madras and their workmen, which was received by the Central Government on the 28th August, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU,
MADRAS

Friday, the 14th day of August, 1987

PRESENT :

Thiru Fyzee Mahmood, B.Sc., B.L.,
Industrial Tribunal.

Industrial Dispute No. 93 of 1984

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Director, Regional Station for Forage Production and Demonstration, Madras).

BETWEEN

The workmen represented by,

The General Secretary,
Agriculture & Irrigation Workers Union,
Alamathi, Madras-600052.

AND

The Director,

Regional Station—for Forage Production & Demonstration, Alamathi, Avadi, Madras-600054.

REFERENCE

Order No. L-42012(52)/83-D. II(B), dated 26-12-1984

of the Ministry of Labour & Rehabilitation, Department of Labour, Government of India, New Delhi.

This dispute coming on this day for final disposal upon perusing the reference, claim and counter statements and other material papers on record and upon hearing of Thiru K. Chandru, Advocate appearing for the workmen and the Management being absent, this Tribunal passed the following.

AWARD

This dispute between the workmen and the Management of Director, Regional Station for Forage Production and Demonstration, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-42012(52)/83-D. II(B), dated 26-12-1984 of the Ministry of Labour and Rehabilitation for adjudication of the following issue :—

"Whether the action of the Director, Regional Station for Forage Production and Demonstration, Alamathi, Avadi, Madras-600052 in terminating the services of S/Shri J. Benjamin and S. Dhakshinamurthy, (Fieldmen) w.e.f. 1-8-83 is justified? If not, to what relief are the two workmen entitled?"

2. Parties were served with summons. Both parties were represented by counsel.

3. Petitioner-Union, viz. Agriculture and Irrigation Workers Union, Madras filed its claim statement on 14-2-1985 putting forth the claim of the workmen. In repudiation thereof, the Management filed their counter statements on 20-3-1985 and 14-3-1986.

4. After several adjournments, when the dispute was taken up today for enquiry, Respondent-Management was absent and not represented. WW-1 Thiru Dakshinamoorthy was examined. Exs. W-1 to W-5 were marked.

5. On oral and documentary evidence produced, award is passed holding that the termination of the services of Thiru-valargal J. Benjamin and Dakshinamoorthy with effect from 1-8-1983 is unjustified and illegal and they are directed to be reinstated in service with full back wages, continuity of service and other attendant benefits. No costs.

Dated, this 14th day of August, 1987

Sd/-
Industrial Tribunal

WITNESS EXAMINED

For workmen
W.W.1—Thiru Dakshinamurthy.
For Management : None

DOCUMENTS MARKED

For Workmen
Ex. W-1/9-9-1981 Letter from the Petitioner—Union to the Regional Commissioner of Labour, Madras regarding charter of demands.
Ex. W-2 —List of names of workers employed by the Respondent whose regularisation was raised as an Industrial Dispute in I.D. No. 58/1/1982.
Ex. W-3 Copy of Award of the Industrial Tribunal, Madras in I.D. Nos. 55 and 58 of 1982.
Ex. W-4/16-8-1983—Letter from the Petitioner—Union to the Assistant Labour Commissioner (Central), Madras regarding non-employment of workmen.
Ex. W-5/16-9-1983—Conciliation Failure Report.
For Management : Nil.

FYZEE MAHMOOD, Industrial Tribunal
[No. L-42012/52/83-D. II(B)]

का घा 2616—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार की सी जी वैक्सोन सैबोरेट्टी, गुर्दा, मद्रास के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण मद्रास के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28 अगस्त, 1987 को प्राप्त हुआ था।

S.O. 2616.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Madras, in the industrial dispute between the employers in relation to the management of B.C.G. Vaccine Laboratory, Guindy, Madras, and their workmen, which was received by the Central Government on the 28th August, 1987.

**BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU
MADRAS**

Monday, the 17th day of August, 1987

PRESENT :

Thiru Fyze Mahmood, B.Sc., B.L., Industrial Tribunal.
Industrial Dispute No. 13 of 1987

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of B.C.G. Vaccine Laboratory, Guindy, Madras)

BETWEEN

The workman represented by
The Secretary.
B.C.G. Laboratory Employees' Union,
Guindy, Madras.

AND

The Director,
B.C.G. Vaccine Laboratory,
Guindy, Madras.

REFERENCE :

Order No. L-42012/48/85-D.II(B), dated 20th January, 1987 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on this day for final disposal in the presence of Thiru K. Chandru, Advocate for the workman and of Thiru P. B. Krishnamurthy, Central Government Pleader appearing for the Management and the counsel for the workman having reported no instructions upon perusing the reference, claim and counter statements and other connected papers on record, this Tribunal passed the following:

AWARD

This dispute between the workman and the Management of B.C.G. Vaccine Laboratory, Guindy, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-42012/48/85-D.II(B), dated 20th January, 1987 of the Ministry of Labour for adjudication of the following issue:

"Whether the action of the management of BCG Vaccine Laboratory, Guindy, Madras were justified in punishing Shri K. M. Thomas, Scientific Assistant by reduction by two stages in his scale of pay and if not to what relief the workman is entitled to?"

(2) Parties were served with summons.

(3) Both parties filed their respective statements.

(4) Today, when the dispute was called, Thiru K. Chandru, counsel for the Petitioner—Union, reports no instructions. The claim statement filed by the Secretary of BCG Vaccine Employees' Union in this dispute has already been dismissed on 29th July, 1987 as per the endorsement made by the counsel.

(5) Hence the Industrial Dispute is dismissed. No costs.
Dated, this 17th day of August, 1987.

FYZEE MAHMOOD, Industrial Tribunal
[No. L-42012/48/85-D.II(B)]

का. प्र. 2617:—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसूचना में, केन्द्रीय सरकार,

इसके अधीन आदेश के प्रभाव में सम्बद्ध विवादों और उनके समेकारों के बीच, अनुसूचना में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 1 के आदेश को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-87 को प्राप्त हुआ था।

S.O. 2617.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of the 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Eastern Railways, Dhanbad Division and their workmen, which was received by the Central Government on the 1-9-87.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, DHANBAD.**

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 1 of 1986

PARTIES :

Employers in relation to the management of Eastern
Railway Dhanbad Division.

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers : None.

For the Workmen : None.

STATE : Bihar

INDUSTRY : Railway

Dhanbad, dated, the 24th August, 1987

AWARD

The Central Government in the Ministry of Labour, has vide its Order No. L-11012(1)/80-D.II(B) dated, the 26th December, 1985, referred this following dispute for adjudication to this Tribunal with following schedule :

"Whether the action of the Divisional Railway Manager, Eastern Railway, Dhanbad in not granting temporary status and regular scale of pay as per Confidential Circular No. E-615/O/Pt. IV dated 9-3-1978 of the Chief Personnel Officer, Eastern Railway Calcutta to Shri Basudeo Gope, a Casual Labour, employed at Nichitpur Block and also stopping him from work with effect from 19-9-1978 is justified? If not, to what relief is the workman entitled?"

2 The case of the management, as appearing from the terms of reference is as follows :

Basudeo Gope was engaged as Casual Labour at Nichitpur Block under the jurisdiction of Divisional Railway Manager, Eastern Railway, Dhanbad Division. Since he was a casual labour the Divisional Railway Manager, Eastern Railway, Dhanbad did not give him temporary status and regular scale of pay as per Confidential Circular No. E-615/O/Pt. IV, dated 9-3-78 of the Chief Personnel Officer, Eastern Railway, Calcutta and stopped him from work with effect from 19-9-1978.

3. Being aggrieved by the order of the Divisional Railway Manager, Dhanbad, the workman, presumably through his union, All India Railway Employees' Confederation, Eastern Railway, raised the present dispute assailing the action of the management.

4. Although notices were sent to the management and the concerned union, neither the union nor the concerned workman appeared before this Tribunal. Record bears out that some precipitated order of the Tribunal was sent to the concerned union, yet there was no response. The manage-

ment did appear through its lawyer Sri N. C. Mallick but took no step in spite of the fact that adjournment was given on the prayer of the learned Advocate for the management for time to file written statement.

5. A petition dated 17-7-1987 submitted by the concerned workman was received in the office of the Tribunal on 27-7-1987. In the petition the concerned workman has stated that he has been engaged as substitute and granted temporary status by the management; he is getting all the facilities including increments and as such he has no grievance against the Divisional Manager, Eastern Railway, Dhanbad. In the circumstance he has stated that he does not want to proceed in the matter and prayed for disposal of the reference case.

6. There is no material garnered on record to indicate that the action taken by the management with regard to the concerned workman is unfair, improper and unjustified. The concerned workman was a casual labour; his grievance was that he was not granted temporary status and regular scale of pay. There is no evidence to indicate the foundation of his claim for the temporary status and regular scale of pay. It is also evidenced from the reference that he was stopped from work with effect from 19-9-1978. The position boils down to this :

A casual labour has been stopped from doing work for the management with effect from 19-9-1978. The reason weighing with the workman claiming continuance of his duties is inexplicable. That being so, I come to the inescapable conclusion that the action of the management at the relevant time was not unjustified. The concerned workman has stated that he has been granted temporary status and getting all facilities including increments. As I have stated before the concerned workman stated this position in a petition dated 17-7-1978 which was received in the office of this Tribunal on 27-7-1978. Even then the management has not come up and disputed the position as stated by the concerned workman in his petition in question. That being so, the Tribunal has got nothing to do further in this matter. Accordingly the present reference is disposed of and an award is passed holding that there exists no dispute between the parties.

S. K. MITRA, Presiding Officer
[No. L-41012/1/80-D.II(B)]
HARI SINGH, Desk Officer

नई दिल्ली, 14 सितम्बर, 1987

का. अा. 2618.—औद्योगिक विवाद अधिनियम, 1917 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत गोल्ड माइन्स लिमिटेड, के जी एफ. (कर्नाटक) के प्रबंधन से सम्बद्ध निर्मात्रकों और उनके कर्मचारियों के बीच, सम्बंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर, के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/8/87 को प्राप्त हुआ था।

New Delhi, the 14th September, 1987

S.O. 2618.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Ltd., K.G.F. (Karnataka) and their workmen, which was received by the Central Government on the 27-8-1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated this the 4th day of August, 1987

PRESENT :

Shri B. N. Lalge, B.A. (Hons.), LL.B. Presiding Officer

Central Reference No. 94/87

I Party	Vs.	II Party:
T. Nesaraj, Heny I Line, Coromendal Post, Door No. 22, Kolar Gold Fields.		Chairman-cum-Managing Director, M/s. B.G. M.L., Suvarana Bhavan, Oorgaum Post, K.G.F.

APPEARANCES :

For the I Party : Sri V. Gopala Gowda, S. Narahari,
G.S. Heggde, Advocate, Bangalore.

For the II Party : Sri K. J. Shetty, Advocate, Bangalore.

AWARD

1. The Government of India by its order L-43012/34/85-D-II(B) dated : 24/28-4-1987, made the present reference in the following points of dispute :

POINTS OF DISPUTES

Whether the dismissal of Shri Nesaraj, General Labour Nandidroog Mine by the management of M/s. B.G.M.L., Post Oorgaum Post, w.e.f. 9-3-1984 is proper and justified ? If not to what relief is the workmen entitled ?

2. During the Course of the trial, the parties have arrived at a compromise and have filed a joint memo of settlement.

3. Thereafter this Tribunal has passed an order as shown below :

ORDER

The I party workman and his Advocate and the Advocate for the II Party admit about the contents and execution of the Joint Memo. It is in the interest of the I Party workman it is accepted. An award is hereby passed in terms of the Joint Memo.

The Joint Memo shall form part of the Award.

B. N. LALGE, Presiding Officer.
[No. L-43012/34/85-D.II(B)]

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AND LABOUR COURT, BANGALORE.

Central Reference 94/1987

BETWEEN

T. Nesaraj. I PARTY.

AND :

M/s. Bharath Gold Mines Ltd., II PARTY.

JOINT MEMO OF SETTLEMENT

Both parties beg to state as follows :

(1) That the above reference was adjudicated before the Hon'ble Tribunal as to the justification of the dismissal of I Party from the service of II Party.

(2) That this Hon'ble Tribunal has felt that the matter to be settled amicably, and further suggested that the I party may be reinstated without backwages

(3) Accordingly both the parties have met and discussed the matter and both the parties have agreed to settle the dispute as follows :

(4) The first party shall be reinstated without back-wages in full and final settlement of all claims. The 1st party is entitled to have continuity of service, with provident fund and gratuity benefits.

(5) Both parties shall bear their costs.

Sd/-
T. Nesar Raj

Both parties pray that an award may be passed accordingly.
Sd/- Illegible.

Advocate for I Party

Sd/- Illegible
I Party

Sd/- Illegible
Advocate for II Party

Sd/- Illegible
II Party.

Bangalore,

Dated : 4-8-1987.

नं० निर्ल., 16 सितम्बर, 1987

का. घा. 2619—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स जनरल रिसर्च एण्ड डवलपमेंट कॉर्पोरेशन, मैसर्स सेंट्रल माइनिंग एण्ड ट्रेडिंग सिन्डिकेट, मैसर्स गोवर्धनमिन्स और मैसर्स कोंकन कांस्ट्रक्शन्स, बेलगाँव के प्रबंधन से संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में श्री एफ. एच. लाला, मध्यस्थ के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-87 को प्राप्त हुआ।

New Delhi, the 16th September, 1987

S.O. 2619.—In pursuance of the section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Shri F. H. Lala, Arbitrator, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. General Research and Development Corporation, M/s. Central Mining and Trading Syndicate, M/s. Gogte Minerals; and M/s. Konkani Contractors, Belgaum and their workmen, which was received by the Central Government on the 3rd September, 1987.

VOLUNTARY REFERENCE
BEFORE SHRI F. H. LALA, ARBITRATOR
(Under Section 10A, I. D. Act, 1947)

RE : Industrial Dispute.

BETWEEN

1. M/s. General Research and Development Corporation, Belgaum.
2. M/s. Central Mining and Trading Syndicate, Belgaum.
3. M/s. Gogte Minerals, Belgaum,
4. M/s. Konkani Contractors, Belgaum.

AND

Their workmen,

(Rep. by All India Port and Dock Workers' Federation, Bombay-38).

&

(Redi Kamgar Sanghatana, Redi.).

AWARD

The Industrial Dispute existing between the Management of the above concerns and their workmen has by their agreement under Sec. 10A, I.D. Act, 1947, been referred to me and the said agreement has also been published in the Gazette of India before 8th March, 1986. I have, therefore, to arbitrate on the said Industrial Dispute as per Government of India, (Ministry of Labour), Order No. L-26011/23/85-D, III (B)(i) dated 26th February, 1986.

2. In pursuance of the said order, I issued Notice to the Union to file their statement of claim and another to the Employers to file their written statement and to display a Notice in the language known to the workmen not wishing to be represented by the said Union, to file their say in the matter, if any.

3. Shri S. R. Kulkarni, President, A.I.P. & D.W. Federation, has filed its statement of claim dated 24th June, 1986 as per 87/1090 GI—4.

my Notice of 11th March, 1986. The workmen, inter alia, have alleged that by their agreement of 30th January, 1986, the dispute referred to me is the following "Whether the demand of the workers, that their wages should be increased by 30 per cent w.e.f. 1-10-84 is justified? If not, having regard to the wages and service conditions prevailing in the similar industries in the nearby region what should be the increase in wages w.e.f. 1-10-84 in addition to the interim relief granted under the Memorandum of Settlement dated 16-2-85 and what should be their classification, pay scales, various D.A., variable D.A., H.R.A., of the workmen and other conditions of service".

4. They further alleged as follows. Their conditions of service were governed by a settlement between them and employers of 21st February, 1984. Later on a Charter of Demands was submitted to the Employer requesting for a change in the conditions. Since a final determination of the dispute was not possible, an interim arrangement was made by a settlement of 16th February, 1985, and the Dispute was agreed to be referred for Arbitration by a settlement of 16th February, 1985. Fair wages should be paid to them as they are a first charge on the industrial production. The employers are in the business of mining and export of mine ore for more than 2 decades and they are situated in the best possible position as their mines are nearer to the port. Yet the pay scales are lowest by comparison to those of similar employers. The nature work, though manual, is skilful. The interim relief granted is just and fair and all the demands are fair if the service conditions of comparable concerns, like Pandurang Timbco Industries, Sesa Goa Ltd., V. S. Dempo. & Co., and others are considered. The Demands are fair and just and should be granted.

5. The Employers M/s. Gogte Minerals have filed their written statement dated 19th July, 1987. They contended as follows :

The workmen's justification of their demand for a flat rise of 30 per cent is based on the wage structure prevailing in different mines in Goa which export 4 to 5 times the production of Gogte minerals. The Goa iron ore is exported to Japan at a higher price as it has high Fe. content iron ore while at Redi they get Rs. 107 per ton through MMTC. The Goa mines sell their low grade ore as rejects through MMTC and thus realise higher value for their excavations. The Goa Mine owners get their entire price in U.S. Dollars, which gives them higher rupee realisation. The Goa mine owners have mechanised most of their operations due to high volume of production etc.

6. The employers further contended as follows. The Redi mining areas are water logged and in monsoon, the quarries are filled up with over 50 feet of water, which requires additional operation of pumping. The higher moisture content also affects the price paid by the buyers. In Goa the foreign buyers pay Rs. 17 per ton as transhipper loading to the Goa mine owners. There are vast and fundamental differences in the economic conditions between Goa and Redi and the Union cannot rely for comparison on the wages and salaries given in Goa mines. Redi is a minor port and there the mining and economic conditions are much more adverse than Goa. Therefore, there is no justification for the Union Demands.

7. M/s. Gogte Minerals (Jetty Division), have by their W.S., dt. 19th July, 1986, raised similar contentions and have contended that the Demands of the workmen are not justified for the above reasons.

8. The point for consideration and finding before me is whether the demands made by the workmen are just and fair. My finding on the point is that they are just and proper to the extent stated in the settlement between the employers and their workmen dated 25th August, 1987 which forms part of this Award.

REASONS

9. This is a reference made to me by the Government as per the Agreement between the Employers and the Union Representatives of their workmen. The workmen have raised

several Demands regarding their wage scales etc. against their employers who have, and own, Iron Ore mines at Redi, (Sindhudurg Dist.—Maharashtra). The Kokan Contractors, Belgaum, have engaged workmen for loading and unloading the Iron Ore at the jetty at Redi. The Appropriate Government in respect of the said dispute of Jetty workmen is Maharashtra Government. Hence this consent Award, which contains directions also with respect to the Jetty workers, is being forwarded to the said Government for publication as required by Sec. 17, I. D. Act, 1947. The settlement regarding the arbitration of the Demands referred to me as a result of the parties' agreement wants me to decide the proper wage scales etc. as prayed for by the workmen. I, therefore first visited the Mines at Redi and inspected their working etc. at the request, and in the company, of the parties and their representatives.

10. After the visit to the mines and the inspection of their working at Redi, I fixed the Arbitration for hearing at Panjim and at Bombay on several days. The parties appeared before me at the hearings with their representatives and Advocates and they have also filed certain documents and statements to justify and support their respective claims and contentions. Each of the parties has admitted some of the documents and papers filed by the opposite party.

11. The reference was fixed for hearing before me at my residence on 17th August, 1987 at 5.30 P.M. and notices of the hearing were duly despatched to and received by the parties. The Union representative, Shri S. R. Kulkarni, and Shri Arvind Gogte of Gogte Minerals requested me by their joint application of 12th August, 1987 received by me on 13th August, 1987, that the hearing may, kindly be adjourned to 25th August, 1987. I granted their request and granted the adjournment. I fixed the hearing on 25th August, 1987 at 5.30 P.M. at my residence and apprised the parties of the fixture of Arbitration hearing on 25th August, 1987 by Notices receipt of which they acknowledged. The parties and their representatives appeared before me as directed on 25th August, 1987 at 5.30 P.M. and were before me till about 7.30 P.M.

12. The parties' representatives and the Employers' partner, Shri Arvind Gogte, submitted before me, that by mutual negotiations they had arrived at a settlement of the dispute. He, however, contended, that the adjoining mine owners, NIMCO, gave weekly offs by rotation and that practice is not acceptable to their workers and their not accepting the practice of rotational weekly offs has cast a heavy burden of wages for work on Sundays amounting to Rs. 6 lakhs per year. He said that the practice of giving rotational weekly offs was followed by the neighbouring mine owners, and Gogte Minerals should not be given a different treatment in that respect. He prayed that Clause 7 on page 4 of the settlement should be suitably amended to enable them to have similar facility. Shri S. R. Kulkarni and Shri Mohan Rao representing the workers strongly objected to the grant of the facility as requested by Shri Gogte. I have my careful thought to the contentions of the parties and found, that the facility was available to the adjoining mine owners, NIMCO LTD., and Konkani Contractors, who have gangs for unloading from the jetty. I, therefore, directed the Union reps. to consider that and agree to the grant of the same facility in the interest of industrial peace, equity and justice. The Union representatives then agreed to give that facility and make the necessary amendment in clause 7 as suggested by me. The amendment of or addition in, Clause 7, (page 4), of the tuned settlement was made before me with the consent of the workmen, Union Office bearers and Shri Arvind Gogte for the Employers as directed by me and it is the following. "However, it is clearly agreed between the parties that consequent upon the Employer increasing the loading gang strength by one gang, the rotational off system will be introduced." Shri S. R. Kulkarni, President A.I.P. and D.W. Federation Shri Mohan Rao Secy. A.I.P. & D.W. Federation Shri K. L. Rane, President, Redi Kam Sanghatana, Shri T. A. Mathew, Treasurer, Redi. K. Sang and Shri P. V. Tiwrekar, Com. Member, R. Kam. Sang, agreed that the facility of giving rotational offs to workmen of Gogte Minerals as requested by Shri Arvind Gogte, should be given to Gogte Minerals as that facility is already available to the other neighbouring mine owners. I also find, that the facility re: rotational off system to be available on the condition men-

tioned in the additional recital is very just and proper in view its benefit already enjoyed by the adjoining mine owners and it has rightly and properly been conceded to, and agreed to be added in clause 7 of the settlement. I had gone through the whole settlement and heard the parties before I asked them if they had understood, and thought the settlement to be fair, proper and beneficial to them. They stated that the settlement has been studied by them and the whole of it including the grant of the facility in clause 7 before me is acceptable to, and just and proper for, them all. I also find that the settlement of the Demands arrived at between the parties and their representatives is fair, valid, just proper and legal and it has voluntarily arrived at. It is also in the best interests of the workmen and also the employer. I have, therefore, recorded it as a valid, voluntary and legal settlement and make an AWARD in terms of the said settlement as amended before me in clause 7 and which is signed by the parties and thus duly executed on 25th August 1987 and make the following order.

ORDER

I make an award in terms of the settlement between the parties consisting of six pages and annexures, A & B, and dated 25th August, 1987, which settlement shall form part of this award. I direct that the employees and the parties concerned shall implement it in letter and spirit. I thus dispose of the reference.

Bombay-400005.

F. H. LAHA, Arbitrator

Dated 27th August, 1987

MEMORANDUM OF SETTLEMENT

Under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947

Name of the Parties :

Representing Employer :

Shri Arvind Gogte, Partner, M/s. Gogte Minerals, At & Post—Redi, Taluka—Vengurla, District—Sindhudurg

M/s. General Research & Development Corporation, 146, Tilakwadi, Belgaum.

M/s. Central Mining & Trading Syndicate 146, Tilakwadi, Belgaum.

M/s. Konkani Contractors, 146, Tilakwadi, Belgaum.

Representing Workmen :

Shri S. R. Kulkarni, President, All India Port & Dock Workers' Federation, Bombay.

Shri B. Mohan Rao, Secretary, All India Port & Dock Workers' Federation, Bombay.

Shri K. L. Rane, President.

Shri T. A. Mathew, Treasurer.

Shri R.V. Tiwrekar,

Committee Member.

Redi Kamgar

Sanghatana,

At & Post—Redi,

Dist.—Sindhudurg.

SHORT RECITAL OF THE CASE :

Whereas the Redi Kamgar Sanghatana, Redi, (hereinafter referred to as the 'Union') representing the workmen working in various Sections of M/s. Gogte Minerals, At & Post—Redi, and affiliated to All India Port & Dock Workers' Federation, Bombay, submitted a Charter of Demands to M/s. Gogte Minerals, At & Post—Redi (hereinafter referred to as 'Employer') and other establishments and desired to have discussions with the employers for amicable settlement of those demands ;

Whereas the employer and the Union could not amicably settle the demands in the discussions held between them;

Whereas the Union and employer failed to reach amicable settlement on all the demands, agreed to grant interim relief and referred the Charter of Demands to the Sole Arbitration of Shri F. H. Lala, vide the Settlement, dated 30th January, 1986;

Whereas the said Settlement stipulated that the Award shall be binding for a period of 3 years effective from 1-10-1984 to 30-9-1987.

Whereas the Arbitration proceedings could not commence till 11th March, 1986, as the Government of India's Order in this respect was issued vide Ministry of Labour's Order No. L-26011/23/85-D-III(E), dated 26th February, 1986, and the Government of Maharashtra's Order was issued vide No. ALC/BDN/IDP/10A/PUB/T-2(86)A-86/ON-C, dated 23-4-1986.

Whereas the chances of completing the proceedings before May, 1987, were remote and whereas in the intervening period the price of iron ore was reduced by the Romanian Buyers by about Rs. 4 per tonne and under the changed circumstance the workmen and employers desired expeditious settlement of the demands through bipartite discussions. The parties held mutual discussions and entered into Settlement on the following terms under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947, and also decided to seek award from the Arbitrator in terms of the settlement.

TERMS OF SETTLEMENT

1. The existing pay-scales, Dearness Allowance Scheme, other allowances, shall continue unchanged. Workmen whose pay has reached the maximum of the pay-scale shall be given increment every year which will be equivalent to the last drawn increment.
2. The workmen covered by the reference shall be paid the following ad-hoc amount as per Annexure 'A' in full and final settlement of their claims under Charter of Demands for the period from 1-10-1984 to 30-9-1986.
3. The workmen covered by the reference shall further be paid increased wages with effect from 1-10-1986 on the basis of their normal wages for the month of October, 1986, as stipulated in Annexure 'B' to this Settlement. Increased wages shall be termed as additional pay which shall include the interim relief granted under Settlement, dated 30-1-1986 and interim relief will not be paid separately. The additional pay shall be treated as pay for all purposes.
4. Those workmen who have been recruited after 1-10-84 and have not been placed in the grade shall be paid an ad hoc amount on pro-rata basis and from 1-10-1987 they shall be fixed on the regular pay-scales and shall be given D.A. and other allowances. However, it is further agreed that in any case minimum wages per month shall not be less than Rs. 800/- per month and the pay will be fixed accordingly.
5. It is agreed by the employer that the amount due to the workmen as per Clause 2 above shall be paid to them on or before Diwali, 1987, and the arrears due as per Clause 3 above shall be paid before Christmas 1987.
6. It is agreed that forty temporary workmen will be made permanent with effect from 1-10-1987 to raise the total number of permanent workmen to 225. These workmen shall be entitled to all the benefits which other permanent workers are entitled. The names of the workers who will be made permanent shall be decided by the Union and employer on or before 1-1-1988.
7. It is agreed between the parties that merely as a consequence of the Settlement any facility, privilege, amenity, benefit monetary including payment of one month's salary as ex-gratia every year or concession to which a workman or category of workmen might be entitled to by way of any award, settlement, practice, or usage, shall not be withdrawn, reduced or curtailed. However it is clearly agreed between

the parties that consequent upon the Employer increasing the loading gang strength by one gang, the rotational off system will be introduced.

8. As agreed in the Settlement, dated 30-1-1986, this Settlement shall be binding on the parties till 30-9-1987 and thereafter workmen are free to raise the demands and seek settlement to those demands with the employer. It is further agreed that the workmen shall not resort to illegal strike and they shall try to settle the disputes and differences with the Management by direct negotiations and further, unresolved disputes shall be taken by the Federation with the Management for settlement.
9. Both the parties hereby agreed to seek consent award from the Arbitrator, Shri F.H. Lala, in the dispute referred to him by the Government of India's Order No. L-26011/23/85-D-III(B), dated 26-2-1986 and in the dispute referred to him by the Government of Maharashtra by their Order of reference No. ALC/BDN/IDP/10A/PUB/T-2(86) A-86/ON-C, dated 23-4-1986.
10. Should there be any problem in implementation of the terms of the settlement, such disputes shall be resolved through mutual discussion between the Union and the Management at Redi, failing which, such unresolved issue shall be jointly referred to Shri S.R. Kulkarni, President, All India Port & Dock Workers' Federation, and Shri Arvind Gogte, Partner, M/s. Gogte Minerals for discussions and settlement. Their decisions in the matter shall be final and binding on the parties.

Bombay,

Dated : 25th August, 1987.

On behalf of the Employer :

(Sd./-)

(Arvind Gogte)

Partner,

M/s. Gogte Minerals.

M/s. General Research &

Development Corporation.

M/s. Central Mining & Trading

Corporation,

M/s. Konkan Contractors.

On behalf of the workmen :

(Sd./-)

(S. R. Kulkarni)

President,

All India Port & Dock

Workers' Federation.

(Sd./-)

(B Mohan Rao)

Secretary,

All India Port & Dock

Worker's Federation.

(Sd./-)

Shri K. L. Rane,

President,

Redi Kamgar Sanghatana.

(Sd./-)

Shri T. A. Mathew,

Treasurer,

Redi Kamgar Sanghatana,

(Sd./-)

Shri R. V. Tiwrekar,

Committee Member,

Redi Kamgar Sanghatana.

Witness :

(Sd./-)

(S. P. Gokhle)

Witness :

(Sd./-)

(illegible)

Advocate

The above settlement arrived at by the Employers, their workmen and their Union Representatives, which consists of 6 pages and two Annexures, A & B, and which has been attested by Shri S. P. Gokhale and Shri Dharap, has been filed before me at the hearing of the Arbitration fixed to-day.

The settlement was read over and explained by me to the parties, viz., 1. Shri S. R. Kulkarni, President, A.I.P.&D.W. Federation, 2. Shri B. Mohan Rao, Secy. A.I.P. & D.W. Fed; 3. Shri K. L. Rane, President, Redi Kam Sanghatana, 4. Shri T. A. Mathew, Treasurer, R. K. Sangathana & Shri R. V. Tiwarekar, Com. Member, R. K. Sanghatana. All of them admitted the correctness of the settlement and added that it has been voluntarily made and executed. I also find that the settlement of most of the demands is just, fair, proper and legal. Hence I record it as a valid, proper and legal settlement and agreement of the Demands, in terms of which an Award will have to be made.

Bombay-5,

Dated : 25th August, 1987.

Sd./-

F. H. LALA, Arbitrator
[No. L-26011/23/85-D. III(B)]

V. K. SHARMA, Desk Officer
Annexure 'A' to Settlement.

Adhoc payment admissible to the workman for the period of 1-10-1984 to 30-9-1986

Eligibility	Ad hoc amount to a permanent workman	Adhoc amount to a seasonal workman
1. Workmen who were in receipt of each Interim Relief of Rs. 60/- p.m. during the period 1-10-1984 to 30-9-1986.	Rs. 16.50/- each	Rs. 1100/- each
2. Workmen who were in receipt of each of Interim Relief of Rs. 70 p.m. during the period 1-10-1984 to 30-9-1986.	Rs. 2250/- each	Rs. 1500/- each
3. Workmen who were in receipt of Interim Relief of Rs. 80/- p.m. during the period 1-10-1984 to 30-9-1986.	Rs. 3000/- each	Rs. 2000/- each

N.B. —(a) Above ad hoc amount will be paid in full to those workmen who are on the Muster Roll of the company on 1-10-1984 and 30-9-1986. Those workmen who were on leave without pay for the month the amount will be reduced to that extent on pro-rata basis.

(b) The workmen who have resigned, retired, discharged or died etc. after 1-10-1984 or those who have joined the service after 1-10-1984 shall be eligible for ad hoc payment for the period they were in service on pro-rata basis.

Annexure 'B' to
Settlement

Statement showing the Wage Increase granted to the workmen as per Clause 3 of the Settlement and with effect from 1-10-1986

Wage range for wage increase on the basis of workman's wages for a month as on 1-10-1986 (excluding OT wages)	Wage increase per month
1	2
Wage-range Rs.	Rs.
801— 850	125
851— 900	132

1	2
901—950	140
951—1000	147
1001—1050	155
1051— 1100	162
1101— 1150	170
1151— 1200	177
1201—1250	185
1251—1300	192
1301—1350	200
1351—1400	207
1401—1450	215
1451—1500	222
1501—1550	230
1551—1600	237
1601—1650	245
1651—1700	252
1701—1750	260
1751—1800	267
1801—1850	275
1851—1900	282
1901—1950	290
1951—2000	297
2001—2050	305
2051—2100	312

N.B. —(a) Wages for the above purpose will mean monthly gross emoluments excluding OT wages.

(b) The payment of Interim Relief separately will be discontinued from 1-10-1986 as the same will be adjusted in the wage increase

नई दिल्ली, 14 सितम्बर, 1987

का. प्रा. 2620 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सरस्वत को-ऑपरेटिव बैंक लि. बंबई के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं.-1) बंबई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-87 को प्राप्त हुआ था।

New Delhi, the 14th September, 1987

S.O. 2620.—In pursuance of section 17 of the Industrial Disputes Act, 1947, the Central Government hereby published the award of the Central Government Industrial Tribunal, Bombay (No. 1), as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Saraswat Co-op. Bank Ltd. Bombay and their workmen, which was received by the Central Government on the 1st September, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

PRESENT:

Mr. Justice M. S. Jamdar, Presiding Officer.

Reference No. CGIT-19 of 1986

PARTIES:

Employers in relation to the management of the Saraswat Co-operative Bank Limited, Bombay.

AND

Their Workmen.

APPEARANCES:

For the employers: Shri Batkal, Advocate.

For the workman: Shri Dongre, Advocate.

INDUSTRY: Banking

STATE: Maharashtra.

Bombay, the 8th April, 1987

ORDER

By order No. L-12012/126/85-D.IV(A) dated 26-2-1986 the Central Government in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Dispute Act, 1947 has referred the following dispute between Saraswat Co-operative Bank Limited, Bombay (hereinafter referred to as the 'Bank') and Smt. N.G. Parulekar, a junior clerk working at Goregaon Branch of the Bank, to this Tribunal for adjudication.

"Whether the action of the management of M/s. Saraswat Co-operative Bank Limited, Bombay in removing from service Smt. N.G. Parulekar, a junior clerk, working at Goregaon Branch of the Bank w.e.f. 25-8-1978 is justified? If not, to what relief the workman concerned is entitled?"

2. The workman Smt. Parulekar was working as a Junior clerk in the Bank since February, 1970 and on 31-1-1978, She was working at the Goregaon Branch (West) of the Bank. On that day in the morning she was given cash amounting to Rs. 47,000/-. Out of this amount, two bundles of hundred rupee denomination currency notes amounting to Rs. 20,000/- were found missing from the counter where the workman had allegedly kept them. The matter was referred to the Agent who inspected the counter and reported the matter to the Goregaon Police Station.

3. On 2-2-1978, the Agent Shri M. K. Sabnis issued a memo to the workman calling for her explanation about the shortage of money. On 16-2-1978 the workman was served with show cause notice by the General Manager calling for detailed explanation regarding the shortage of Rs. 20,000/-. The workman vide her letter dated 21-2-1978 gave a detailed explanation. However, the explanation offered by the workman was not found satisfactory and hence she was served with chargesheet dated 31-3-1978. The following charges were levelled against her :—

(1) Failure to account for or deliver up when they come in to her hands or concealment, misappropriation or conversion of cash of the Bank as per clause (c) of Standing Order No. 15.

(2) Gross negligence in discharge of duties as Cashier as per clause (r) of Standing Order No. 15.

4. The enquiry was conducted during the period from 22-4-1978 to 28-6-1978 and the enquiry officer submitted his finding on 15-7-1978. The report of the Enquiry Officer was considered by the Sub-Committee appointed by the Bank on 3-8-1978. The Committee accepted the report and recommended to the Bank that each of the misconducts of which the workman was found guilty was so serious as to deserve the punishment of dismissal from service, but in view of the fact that the year was a Diamond Jubilee Year of the Bank, instead of dismissing the workman from service her services may be terminated with immediate effect on payment of one month's salary in lieu of notice. The Committee of Management at its meeting held on 24-8-1978 accepted the recommendations of the sub-committee and resolved to terminate the service of the workman with effect from 25-8-1978. It was however, resolved the loss of Rs. 20,000/- be made good by recovering from legal dues payable by the Bank to the workman and the balance if any be recovered by instituting appropriate legal proceedings. These decisions were communicated to the workman by the General Manager and Secretary of the Bank vide his letter dated 25-8-1978. Thereafter the workman filed a complaint U-L-P No. 146 of 1978 before the Third Labour Court, Bombay under the provisions of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971. However, this complaint was dismissed on the ground that the above enactment was not applicable to the Bank. Against this decision the workman preferred a revision application before the industrial Court but that application was also dismissed and the decision of the Labour Court was upheld. The Revision Application was dismissed on 23-8-1984. It is thereafter that the workman set in motion the machinery under the Industrial Disputes Act and hence this reference.

5. It is an admitted position that the workman who was working as Paying Cashier was entrusted with cash amounting to Rs. 47,000/- which included 200 currency notes of hundred rupee denomination. It is the case of the workman that she was maintaining the salary register and hence she required to get the salary vouchers prepared for making payments to the staff and at about 9.00 a.m. on the day in question she was asked by the Sub-Accountant as to whether she had made arrangements to prepare vouchers for the salary for January, 1978. According to the workman thereafter she kept the lower denomination notes on the right hand side of the counter and hundred rupee denomination notes on the left hand side of the counter on the ground floor where she was doing the work of of Paying Cashier and closed the counter diligently and went to the first floor, obtained the salary register and returned back to the ground floor within seven minutes after visiting the toilet. According to her when she opened the drawer as she required some hundred rupee denomination notes, she found that the two bundles of hundred rupee denomination notes amounting to Rs. 20,000/- were missing and hence she immediately reported the matter to the then Agent Shri M. K. Sabnis who inspected the counter immediately and reported the matter to the Goregaon Police Station.

6. The workman styled the action of the Management of the Bank as bad in law. According to her the chargesheet issued by the Bank was vague and the same was based on suspicion, conjecture and surmise; that she was unjustifiably signed out even though the Agent has clearly expressed that some of the members of the staff or some of the customers who had come to the Bank must have stolen the cash and that during the police investigation nothing incriminating was found during the search of her house and on the contrary one person by name Shri Jaypal Boda was taken into custody by the Police. It is also the case of the workman that in the enquiry conducted by the Bank she was not given fair, proper and reasonable opportunity of being heard against the charges levelled against her and the enquiry was vitiated due to non-observance of the principles of natural justice. According to her one Shri S. A. Deshmukh, an outsider was initially appointed as Enquiry Officer and after he resigned one Shri M. S. Mhatre, Advocate was appointed in his place and that a Practising Advocate by name Shri R. N. Kulkarni was appointed as the representative of the Bank in the enquiry. Even her just and reasonable request for permitting her to engage an Advocate to defend her in the enquiry was turned down by the Enquiry Officer and thus denied her proper opportunity to defend herself. It was also urged on behalf of the workman that the charges levelled against her were vague, there was misjoinder of charges, the second charge being completely inconsistent with the first; and that important evidence favourable to the workman was wrongly disallowed by the Enquiry Officer.

7. In the written statement the Bank did not dispute the narration of events given by the workman in her statement of claim except the claim of the workman that she had diligently closed the counter and that on finding the cash missing she reported the matter to the Agent immediately. According to the Bank the matter was referred to Shri Sabnis at about 10.00 a.m. almost after 45 minutes from the alleged incident. The Bank denied that the workman ever requested the Bank or the Enquiry Officer to permit her to defend herself through an Advocate. According to the Bank the workman wanted to be defended by Shri S. K. Banerji, the then President of the Union, of which she was a member, and this request was granted. According to the Bank the suggestion that an Advocate should be allowed to defend the workman was made by Shri Banerji at the second sitting of the Enquiry and this request was turned down because the workman herself had exercised the choice in favour of Shri Banerji. Moreover at the second sitting of the Enquiry the Bank changed the management representative and appointed Shri P. K. Rane, an Officer of the Bank as Bank's representative in place of Advocate Shri R. N. Kulkarni. The Bank also denied that the charges were vague and were based on suspicion, conjecture and surmise. The charges were specific in matters of allegation and the workman knew and replied the same. The Bank expressed ignorance about the investigation carried out by the Police and emphatically denied that Shri Jaypal Boda was arrested by the Police in connection with the matter in question. The Bank denied that the evidence of Bank's witness clearly established the innocence of the workman.

The management maintained that the evidence clearly established that the workman was guilty of the misconducts attributed to her. The Bank also denied that the Committee of Management had not applied its mind to the proceedings and did not take into consideration the workman's clean past record.

8. The first question that arises for consideration, and which has to be treated as a preliminary issue, is whether the enquiry held by the Bank against the workman was fair and proper. As mentioned above the workman has assailed the enquiry and has contended that principles of natural justice were violated and she was not given proper, and fair opportunity to defend herself in the enquiry. The workman has assailed the enquiry on three grounds (i) She was wrongly denied the assistance of an Advocate to defend her (ii) that the charges were vague and there was misjoinder of charges, the first charge being inconsistent with the second and (iii) that evidence favourable to her was wrongly disallowed by the Enquiry Officer.

9. It is an admitted position that as mentioned in the chargesheet the workman was permitted to be defended by a representative of the union and that during the enquiry she was actually represented by Shri Banerji, an office bearer of the Union. Originally one Shri S. A. Deshmukh was appointed by the Bank as Enquiry Officer but he resigned and then Shri M. S. Mhatre, a practicing Advocate was appointed as the Enquiry Officer. Initially Advocate Kulkarni was appointed as the representative of the management to conduct the enquiry. Subsequently one Shri Rane, the Personnel Officer of the Bank was appointed in place of Shri Kulkarni as management's representative. It was therefore contended on behalf of the workman that she should have been allowed the assistance of an Advocate and as this just request was unjustifiably turned down, fair and proper opportunity to defend herself was denied to her. Shri Bhatkal, Advocate for the management contended that the workman had no right to engage an Advocate, that no such request was made at the threshold and that no injustice was caused to the workman by the refusal because she was allowed to be represented by an equally competent representative of the Union.

10. Shri Bhatkal pointed out the relevant Standing Order dealing with the procedure to be followed in departmental enquiry to support his contention that the workman had no right to engage an Advocate. He cited clause (ii) of Standing Order No. 16, which reads as follows :—

"No punishment under sub-clauses (b), (c), (d) and (e) can be awarded unless the erring employee is given a show-cause notice or a charge sheet clearly setting forth the misconduct alleged against him and requiring explanation. The employee shall be permitted to submit his written explanation, if he so desires, and lead such oral and/or documentary evidence that he may wish to lead. He will be permitted to cross examine the witnesses or persons on whose complaint the charge/s rest. He will also be permitted to be represented by any officer or the representative of Employees under the Law."

11. No doubt the Standing Order does not specifically permit an employee of the Bank to be represented by an Advocate in a departmental enquiry but does not specifically prohibit the Enquiry Officer from granting such permission.

2. There is also no substance in the contention that no request was made by the workman for permission to engage an advocate and on the contrary she herself wanted to be represented by Shri Banerji. It is true that in the first sitting held by Shri Deshmukh, the workman when asked whether she wanted to be represented by any co-worker from her department or any office bearer of the union she stated that she wanted to be represented by Shri S. R. Banerji. It is also true that in the first sitting Shri Banerji raised some constitutional objections and did not ask the Enquiry Officer to permit the workman to be represented by an Advocate but he specifically raised the issue in the next sitting of the departmental enquiry held on 7-6-1978 by Shri N. S. Mhatre, Advocate who was appointed as the Enquiry Officer. The objection raised by Shri Banerji in this behalf can best be stated in the words of the Enquiry Officer himself :—

"As the Management has appointed an Advocate as its representative, the charge-sheeted person requests for the same facility as there should be equal opportunity of representation of the Shri R. N. Kulkarni should be dissolved from appearing in this enquiry on behalf of the management"

Advocate Shri Kulkarni, who as mentioned above was representing the management, strongly opposed the request and stated that the workman should not be permitted to be represented by an Advocate as the relevant standing order does not provide for allowing the chargesheeted employee to be represented by an Advocate. He also suggested that the Union can take a practising Advocate on the Managing Committee and then that Advocate can appear as representative of the workman as office-bearer of the Union. The Enquiry Officer Shri Mhatre accepted this argument and rejected the request of the workman for permission to be represented by an Advocate. It appears that Shri Kulkarni did not appear for the management at the next sitting of the enquiry which was held on 22-6-1978 and on that date and subsequently the Personnel Officer Shri Rane represented the management. It is however pertinent to note that Shri Kulkarni very much represented the management at the time of the first two sittings and at the second sitting conducted he examination in chief of one of the important witnesses of the Bank. It is also pertinent to note that Shri Kulkarni was not withdrawn by the management because of the objection raised by the workman but because Shri Kulkarni expressed his inability to continue. It is also not denied that Shri Rane, who was appointed in place of Shri Kulkarni was working as Personnel Officer of the Bank and was thus specially trained person. Hence the gravity of the misconduct and circumstances in which the workman was proceeded against, completely justified the request of the workman to be represented by an Advocate. No doubt Shri Banerji who represented the workman was an office bearer of the Union but he had his own limitations and under the circumstances it cannot be said that the workman was allowed opportunity of adequate representation on her behalf.

13. In *N. Kalindi Vs. Tata Locomotive and Engineering Co. Ltd.* (1960, 11, LLJ, 228) the Supreme Court held that a workman against whom a domestic enquiry is being held by the employer, has no right to be represented at such enquiry. In *Dunlop Rubber Co. (India) Ltd. v/s. Their workmen* (1965, 1, LLJ, 426) the Supreme Court held that there is no right to representation as such unless the employer, by his standing orders recognises such a right and refusal to allow representation by any union, unless the standing orders confer that right, would not vitiate the proceedings.

14. In the case before me the Standing Orders recognise the right of the chargesheeted workman to be represented by office bearers of the Union. As mentioned above the workman was allowed to be represented by an office bearer of the Union. The request for representation by an Advocate was rejected on the ground that the Standing Orders do not recognise such a right. But as mentioned above the relevant Standing Order does not prohibit such a course and the Enquiry Officer had discretion to consider the request, which he should have done in the light of the gravity of the charge. It is well recognised that in holding domestic enquiry reasonable opportunity should be given to the delinquent employee to meet the charge framed against him and the reasonable opportunity contemplated is not an empty formality. The representation which the workman should be allowed must be adequate considering the gravity of the charge and complicated nature of the enquiry.

15. In *England in Pett Vs. Grehound Racing Association Ltd.* (1968, 2, All E.R. 545), the Court of appeal held that when a man's reputation or livelihood is at stake, he not only has a right to speak by his own mouth but has also a right to speak by counsel or solicitor. Speaking for the Court, the Master of Rolls, Lord Denning distinguished the earlier view expressed by Maughan J. in *Maclean Vs workers' Union* (1929 All F.R. 468) and observed as follows :—

and others (1983--I LJ page 1) their Lordships of the the bridge since 1929. The dictum may be correct when confined to tribunals dealing with minor matter where rules may properly exclude legal representation..... The Dictum does not

apply, however, to tribunals dealing with matters which affect a man's reputation or livelihood or any matters of serious import. Natural justice then requires that he can be defend, if he wishes, by counsel or solicitor."

16. In the case between the Board of Trustees of the Port of Bombay and Dilipkumar Raghavendranath Nadkarni and others (1983—I LLJ, page 1) their Lordships of the Supreme Court noted the trend as indicated in the observations of Lord Denning in the above mentioned case but refused to go that far in the case before them because it was not necessary for them to do so. Their Lordships left open the question "whether where as a sequel to an adverse verdict in a domestic enquiry serious civil and pecuniary consequences are likely to ensue in order to enable the person so likely to suffer such consequences, with a view to giving him a reasonable opportunity to defend himself, he on his request, should be permitted to appear through a legal practitioner," but answered in the affirmative the narrow question "whether where in such a disciplinary enquiry by a Domestic Tribunal, the employer appoints Presenting-cum-Prosecuting Officer to represent the employer by persons who are legally trained, the delinquent employee, if he seeks permission to appear and defend himself by a legal practitioner, a denial of such a request would vitiate the enquiry on the ground that the delinquent employee had not been afforded a reasonable opportunity to defend himself, thereby vitiating one of the essential principles of natural justice." Their Lordships noted that even in domestic enquiry there can be very serious charges and adverse verdict may completely destroy the future of the delinquent employee and may also stigmatize him. Their Lordships further observed that in the situation where the employer has on his pay rolls labour officers, legal advisors, lawyers in the grab of employees and they are appointed Presenting-cum-Prosecuting Officer and the delinquent employees, pitted against such legally trained personnel, has to defend himself, if the rules prescribed for such an enquiry do not place an embargo on the right of the delinquent employee to be represented by a legal practitioner, the matter would be in discretion of the Enquiry Officer as to whether, looking to the nature of charges, the type of evidence and complex or simple issues that may arise in the course of enquiry, the delinquent employee, in order to afford reasonable opportunity to defend himself, should be permitted to appear through a legal practitioner. Their Lordships went on to say:—

"Domestic enquiry is claimed to be managerial function.

A man of the establishment dons the robe of a Judge. It is held in the establishment office or a part of it. Can it even be compared to the adjudication by an impartial Arbitrator or a Court presided over by an unbiased Judge. The Enquiry Officer combines the Judge and prosecutor rolled into one. Witnesses are enquiry employees of the employer who directs an enquiry into misconduct. This is sufficient to raise serious apprehensions. Add to this uneven scales, the weight of legally trained minds on behalf of employer simultaneously denying that opportunity to delinquent employee. The weighed scale and tilted balance can only be partly restored if the delinquent is given the same legal assistance as the employer enjoys. Justice must not only be done but must seem to be done is not an euphemism for courts alone, it applies with equal vigour and rigour to all those who must be responsible for fair play in action and a quasi-judicial Tribunal cannot view the matter with equanimity on inequality of representation."

17. Shri Dongre, the learned Advocate for the workman placed reliance on the decision of the Supreme Court in the case *C. I. Subramaniam Vs. Collector of Customs, Cochin* (1972 14b JC 1049) in which the Supreme Court interpreted Rule 15(5) of the Central Civil Services (Classification, Control and Appeal, Rules, 1957, which permitted the delinquent servant to engage a legal practitioner only if the person nominated by the Disciplinary Authority, was of legal practitioner or the Disciplinary Authority, having regard to

the circumstances of the case, so permitted. Their Lordship expressed the rationale behind this provision in the following words:—

"Government servants by and large have no legal training. At any rate, it is nobody's case that the appellant had legal training. Moreover when a man is charged with the breach of a rule entailing serious consequences, he is not likely to be in a position to present his case as best as it should be. The accusation against the appellant threatened his very livelihood. Any adverse verdict against him was bound to be disastrous to him as it has proved to be. In such a situation he cannot be expected to act calmly and with deliberation. That is why Rule 15(5) has provided for representation of a Government servant charged with dereliction of duty or with contravention of the rule, by another government servant or in appropriate case by a legal practitioner."

In the present case the relevant standing order neither enjoins any duty on the Enquiry Officer to permit representation by a legal practitioner nor puts limitations on his discretion to do so in appropriate cases.

18. In the case between Director General of Post & Telegraphs and N. G. Majumdar (1974 Lab. I.Cs 1484) the Calcutta High Court was required to interpret Rule 15(5) of the Central Civil Services (Classification, Control & Appeal) Rules, 1957 which fell for consideration of the Supreme Court in *C. I. Subramaniam's case* (citation supra). The learned judges of the Division Bench went a step further and held that even where there is no legal practitioner nominated on behalf of the disciplinary authority, the said authority is bound to consider the facts and circumstances of the case before it can refuse permission to engage a legal practitioner to defend the Government servant in an enquiry. The learned Judges further held that when a trained police prosecutor was nominated to present the case, it is a good ground for allowing the delinquent to engage a legal practitioner to effectively defend himself and the refusal to allow the employee to have the assistance of a legal practitioner in the departmental enquiry resulted, in violation of rules and principles of natural justice as embodied in Rule 15(5).

19. In the present case the facts are complicated. I have narrated in nut-shell the incident which led to the departmental action. The charges levelled against the workman show that the management was not sure as to whether she herself misappropriated the property or whether she was just negligent. It is also an admitted position that a complaint was lodged with the Police who after investigation asked for A-Summary. Further as mentioned above, a practising Advocate was appointed as Enquiry Officer and first an advocate and then a specially trained person was appointed as representative of the management. Under these circumstances the refusal to allow the workman to be represented by an Advocate was absolutely unfair and resulted in denial of proper opportunity to the workman to defend herself.

20. This brings me to the charges which according to the workman were not only vague but suffered from the vice of misjoinder, the second charge being inconsistent with the first. It is difficult to accept the submission that the charges are vague. It is an admitted position that the workman was entrusted with some amount, part of which she could not account for on the alleged ground that the currency notes of hundred-rupee denomination which she had kept in the counter while going to the first floor for some official work were found missing, when she returned to her table for resuming her work as Cashier. She was therefore, rightly charged for failure to account for the amount or in the alternative, concealment, misappropriation or conversion of the property belonging to the Bank. It cannot also be said that the second charge is inconsistent with the first because even assuming that she was not guilty of concealment misappropriation or conversion, she would be guilty of gross negligence if it is established that because of her negligence the property was lost. The second charge in fact is alternative to the first though it is not so stated.

21. It is the grievance of the workman that some evidence important from the point of view of her defence was wrongly shut-out by the Enquiry Officer. Three instances have been pointed out in support of this irregularity which according to the workman vitiated the enquiry. The first instance is about the keys of the drawer of the counter, in which according to the workman she had kept the currency notes before going to the first floor. It was the case of the workman that no keys were provided because they were not available hence she could not lock the drawers before going to the first floor for getting the salary register. In this connection, questions were asked in the cross-examination of Shri P. B. Sawant one of the witnesses for the management who had worked for a month as Receiving Cashier. The witness admitted in the cross-examination that during the time he worked as Receiving Cashier he had not used the keys of the drawer, and when he asked for the keys the Sub-Accountant Mrs. Phadnis told him that the keys were not available as they were missing. Shri Sawant was further asked as to whether he had asked for the duplicate keys or new keys. He replied in the negative and therefore, he was further asked as to why he did not ask for the keys. It is this question put to the witness in his cross-examination which was disallowed by the Enquiry Officer. Shri Dongre for the workman vehemently urged that the workman was seriously prejudicial because such an important question was disallowed by the Enquiry Officer. There is no substance in the contention because the failure of Shri P. B. Sawant to ask for new keys has no bearing on the workman's defence. What was important from the point of view of her defence was whether any keys were provided. Cross-examination for bringing this circumstance on record was allowed to the fullest extent and it is sufficiently brought on record that neither the workman nor any other employee was furnished with keys of the counter, and that the keys were missing.

22. The next question that was disallowed was the question asked to Shri P. R. Kulkarni who was working as Sub-Accountant at the material time. He was asked whether it was a fact that he wanted the salary to be credited on the 31-1-1978 as he had nominal balance in his account. This question was objected to by the representative of the Bank and was disallowed on the ground that it was a personal matter, and was irrelevant for the decision of the issue in question. The question was rightly disallowed because Shri Kulkarni had stated in his examination-in-chief itself that on 31-1-1978 he had asked the workman as to whether the vouchers were prepared or not and when the workman replied in the negative she was asked to send the salary book to the first floor to Shri Sawant to prepare the vouchers. Hence the question as to why Shri Kulkarni was keen on getting the vouchers prepared on that day was absolutely irrelevant. The only relevant question was whether the workman had received any instructions about the preparation of salary vouchers on 31-3-1978 and whether in that connection she was obliged to and did leave the counter to go to the first floor to meet Shri Sawant.

23. The third grievance is about rejecting as irrelevant the voluntary statement made by the workman after her examination-in-chief and cross examination were over. This is what she has stated voluntarily

"On the previous day, i.e. 30th January, 1978, an amount of Rs. 75,000 being an excess cash was to be deposited to the M.S.C. Bank, Goregaon Branch. That cash was taken out with the cash of Morning Session. The two bags containing cash were kept in open on the back side of the Paying Cashier. Twice I reminded Mr. Kulkarni about the cash saying that the bags containing cash are out in open, so you please send somebody to deposit the cash in M.S.C. Bank, Branch. But actually the cash was deposited at 10.15 A.M. which is recorded in Cash-in-Transit Register."

One fails to understand how this incident has any relevance to the charges. Admittedly she was entrusted with the amount in question at the commencement of the morning session on 31-1-1978 and part of this cash was lost. Admittedly she was in charge of that cash and hence it was for her to account for it. Hence the negligence of the Bank staff in handling of cash on a previous occasion was absolutely irrelevant while considering the charges levelled against her in respect of the amount entrusted to her. There is therefore no substance in the grievance that material evidence was wrongly shut out by the Enquiry Officer. However I have already held that the denial of opportunity to the workman to engage an Advocate for defending her was a material irregularity which vitiated the enquiry.

24. In view of my finding that the enquiry was vitiated, the management sought liberty to lead evidence to prove the charges levelled against the workman. Admittedly, such a request was not made in the written statement filed by the management in this reference. The request was made for the first time on 23rd February 1987 the date on which the matter was fixed for recording finding on the validity of the enquiry. Hearing on the preliminary issue was completed on 17-2-1987 and the matter was posted for recording findings on the preliminary issue on 23-2-1987. The prayer was opposed on two grounds, namely, that Advocate, Mr. Bhatkal who appeared for the management made a statement at the conclusion of the agreements on the preliminary issue that the management did not desire to lead any evidence oral as well as documentary to prove the charges levelled against the workman in the event the Tribunal came to the conclusion that the enquiry was vitiated and secondly, that in a reference under S. 10 of the Industrial Disputes Act, the management must make such a request in the written statement itself and that it is not permissible to make such a request at a later stage. So far as the first ground is concerned, Advocate Mr. Bhatkal has filed his affidavit affirming therein that his statement was restricted to evidence on the preliminary issue and in effect what he stated was that the management did not intend to lead any oral evidence on the preliminary issue. The workman has filed her affidavit to the contrary. It is, however, not necessary to decide the question whether the management has given up the right, if any, to lead evidence in support of the charges levelled against the workman, especially in the absence of any writing to that effect. Moreover, even assuming that at that stage, the Advocate did make such a statement that would not be a bar for granting the request if such a request though not made in the written statement can be granted by the Tribunal in the interests of justice.

25. Relying on the decisions of the Supreme Court in the D.C. & C. Mills V/s. T. B. Singh (1972(25) FLR 1 (Supreme Court) and Shankar Chakravarti V/s. Britannia Biscuit Company (1979) (39) FLR (70-Supreme Court), Shri Naik, the learned Advocate for the management contended that even in a reference under S. 10 of the Industrial Disputes Act, it is open to the management at any stage of the proceedings, but before they are concluded to make a request to give opportunity to lead evidence to prove before the Tribunal, the charges levelled against the workman in the enquiry, which is found to be vitiated. He also placed reliance on some of the observations made by Desai J. in the case between Shri Shambu Nath Goyal and Bank of Baroda and Others (1983-II-LLJ-p. 415) in support of his contention that the application made during the pendency of the proceedings for opportunity to lead evidence to prove before the Tribunal, the charges levelled against the workman should be treated as an application for amendment of the original pleadings. In that case, after analysing the decision in Shankar Chakravarti's case (supra), Desai J. made the following observations in the penultimate para of his judgement.

"The statement that if an application is made during the pendency of the proceedings does not mean that some independent right to make an application at any time is conferred on the employer. Ordinarily where a party claims relief it must plead for the same. The pleading can be incorporated in a statement of claim or a written statement of defence. It was not for a moment suggested that an application at any stage of the proceedings without explaining why the relief was not claimed in

the original pleading has to be granted. If a separate application is made, it would be open to the Labour Court/Industrial Tribunal to examine the question whether it should be granted or not depending upon the stage when it is made, the omission to claim the relief in the initial pleading, the delay and the motivation for such delayed action. Without being specific, it can be said that such an application has to be examined as if it is an application for amendment of original pleadings keeping in view all the aforementioned considerations and if it does not appear to be bonafide or has been made after a long unexplained delay or the explanation for the omission of claiming the relief in the initial pleadings is unconvincing, the Labour Court/Industrial Tribunal would be perfectly justified in rejecting the same."

26. It is, however, pertinent to note that in the opening sentence of the judgement, the learned Judge made it clear that there was no dissent from the judgement of Varadarajan J. However, the observation that an application for liberty to lead evidence has to be examined as if it is an application for amendment of original pleadings was made without being specific and was not made to lay down a proposition of law that as and when it suits the convenience of the employer at any stage of the proceedings, it may make an application seeking such opportunity to lead evidence and the labour court/Industrial Tribunal is obliged to grant the same. Moreover in Shambunath Goyal's case (Supra) the main judgement was delivered by Varadarajan J. and the separate judgement delivered by Desai J. was a concurring judgement.

27. On the main question of opportunity being given to the management to substantiate the charges before the Tribunal, two decisions of the Supreme Court in workmen of Motipur Sugar Factory (Private) Ltd. V. Motipur Sugar Factory (1965-II-L.J.p.162) and Shankar Chakravarti V. Britannia Biscuit Co. Ltd. & Anr. (Supra) were relied upon by the management in support of its contention that an application for opportunity to lead evidence before the Tribunal can be filed at any stage before the proceeding is concluded. Analysing both these decisions, Their Lordships pointed out the distinction between an application for permission under S. 33 of the Industrial Disputes Act and a reference under S. 10 of the Industrial Disputes Act, and laid down propositions on which strong reliance is placed by the workman in this case. The relevant observations which contain the ratio decidendi of the decision finds place in para 12 of the Judgement. They are as follows:—

"We think that the application of the management to seek the permission of the Labour Court or Industrial Tribunal for availing the right to adduce further evidence to substantiate the charge/charges framed against the workman referred to in the above passage is the application which may be filed by the management during the pendency of its application made before the Labour Court or Industrial Tribunal seeking its permission under S. 33 of the Industrial Disputes Act, 1947 to take a certain action or grant approval of the action taken by it. The management is made aware of the workman's contention regarding the defect in the domestic enquiry by the written statement of defence filed by him in the application filed by the management under S. 33 of the Act. Then, if the management chooses to exercise its right, it must make up its mind at the earliest stage and file the application for that purpose without any delay. But when the question arises in a reference under S. 10 of the Act after the workman had been punished pursuant to a finding of guilt recorded against him in the domestic enquiry, there is no question of the management filing any application for permission to lead further evidence in support of the charge or charges framed against the workman, for the defect in the domestic enquiry is pointed out by the workman in his written claim statement filed in the Labour Court or Industrial Tribunal after the reference had been received and the management has the opportunity to look into that statement before it files its written statement of defence in the enquiry before the Labour Court or Industrial Tribunal and could make the request for

the opportunity in the written statement itself. If it does not choose to do so at that stage, it cannot be allowed to do it at any later stage of the proceedings by filing any application for the purpose which may result in delay which may lead to wrecking the morale of the workman and compel him to surrender which he may not otherwise do."

28. Identical question fell for consideration of the Bombay High Court in the case between Ramjatan Sankatha Mishra and Sayaji Mills No. 2 and Others [1987 (54) FLR p. 409]. In that case, relying on the judgement of the two judges in Shambunath's case, Jagagirdar J. has held that the clear cut distinction which has been brought out in the judgement of the two judges in Shambunath's case is the basis of the proposition that in a proceedings under S. 10 the employer must in the written statement itself plead for an opportunity to support, the order of termination on merits by leading evidence in case the Court comes to the conclusion that the enquiry was defective for one reason or the other.

29. As observed by me above, no plea was taken by the management in its written statement that in case the Tribunal comes to the conclusion that the enquiry was vitiated the management should be given liberty to prove the charges before the Tribunal. Moreover, in the two applications filed by the management for seeking such an opportunity in this case, no explanation is offered as to why such a request was not made in the written statement. The plea that the request was not made because of inadvertence does not find place in the applications dated 23-2-1987 and 9-2-1987. This plea is taken for the first time in the rejoinder filed by the management to the objections given by the workman to these two applications. It is also difficult to accept such a vague and belated plea. The application given by the management seeking an opportunity to lead evidence to prove the charges before the Tribunal must therefore be rejected.

30. This brings me to the question as to whether the material already placed on record is sufficient to prove either or both the charges levelled against the workman. Shri Naik contended relying on the decision of the Supreme Court in the case between the Workmen of Firestone Tyre & Rubber Co. and the Management & Others (1973 Supreme Court Labour Judgements p. 159) that the letter Exhibit M-1 (Copy at Exhibit W-1) addressed by the workman on 21st February, 1978 to the Officer of the Bank in reply to the show-cause notice dated 16th February, 1978 is a material on record which can be taken into consideration by this Tribunal and that the admissions contained in this letter completely establish the charge of gross negligence levelled against the workman. He also contended that even if the management is unable to establish the other charge, the punishment can be sustained on the basis of the first charge of gross-negligence.

31. In order to properly appreciate the contention that the contents of the letter Exhibit M-1 completely established the charge of gross-negligence, it would be worthwhile to reproduce the entire letter verbatim. The letter reads as follows:—

"Dear Sir,

I am in receipt of your letter of 16th inst. received by me on 17th inst. at about 6 P.M. and in reply thereto I have to state as under:—

I have to state that on 31st Jan. 1978 as usual I was given a cash of bundle containing a sum of Rs. 47,000 (Rupees Forty seven Thousand only) in the morning which inter alia contained two bundles of 100 pieces each of Rs. 100 denomination note. I say that after dealing with a few customers across the Counter at about 9 A.M. I was asked by Shri P. R. Kulkarni (officer staff in charge) whether I have caused to be prepared vouchers for the salary to be paid as it being the salary day. Incidentally, I am also handling the salary register and it being 31st Jan. 1978 I was

required to cause to be prepared vouchers for the salary to be paid to the staff members. I had kept the lower denomination notes on the right hand side drawer and the said Rs. 100 denomination notes on the left hand side drawer. I wanted to go to the toilet which is also situate on the first floor where our Bank has extension and some of the members of the staff also sit on the said first floor. I took the salary register myself on the first floor after diligently closing the drawer which unfortunately does not have any locking arrangement and after informing Miss. Mhatre, a fellow employee, I went up-stair and delivered the salary register and also visited the toilet and in about 5 minutes came back and resumed my work. After dealing with few customers I required Rs. 100 denomination notes and as I opened the drawer I found to my dismay that the said two bundles of Rs. 100 denomination notes were missing. I immediately some of the staff reported to Mr. M. K. Sabnis (Agent) the said incident and immediate inspection was taken of the counter and also of all present behind the counter and after considering the matter with the Head Office the Agent was told to take help of police. I must also state that the morning on 31st Jan. 1978 one tall anonymous person was standing near the Cashier's Counter and was busy writing letter. I also remember of his watching me keeping the notes in both the drawers and also leaving for going on to the first floor as aforesaid. After I came back from the first floor I did not see him standing there. The Cashier's Counter in our branch does not have the usual cage kind of locking arrangement separating the Cashier from the other staff members. Neither it has any locks on the counter drawers. From the testimony, of other lady officer Mrs. Wagh, I came to know that the said tall person had crossed the counter and had come inside inquiring about opening of account to the said lady officer and thereafter leaving the Bank. I am told that the said lady officer Mrs. Wagh has identified the said tall person from the police record who it appears was involved in more or less similar incident with another Branch. I have reason to believe that the police is making inquiry for tracing the said person. I regret that the Cashier's Counter is not equipped with locking arrangement and the said incident of loss of Rs. 20,000 (Rupees Twenty Thousand only) occurred on 31st January 1978. I must explain and draw your attention that there was no negligence on my part while leaving the counter, as I wanted to visit the toilet as well as deliver the salary register on the first floor. I have to also state that never before has there been any case of complaint against me or any report as to any mistake or inadvertence shown by me. I am confident that as soon as the police finds out the said anonymous tall person, the amount will also be found out. I have to lastly state that the above explanation will throw light on the said incident.

Thanking you,

Yours truly,

Sd/-

(Mrs. Neelashree Gajanan Parulekar)

32. As rightly urged by Shri Dongre, the learned counsel for the workman, there is not even a semblance of admission of negligence, much less gross-negligence in the entire letter. Shri Naik tried to contend that the conduct of the workman in unnecessarily leaving her place of work without making proper arrangement for the safety of the amount entrusted to her especially when she had already noticed that from the morning itself one tall anonymous person was busy writing letter while standing near the cashier counter and that he watched her keeping the notes in the drawers and leaving the place, clearly amounted to gross-negligence. It is difficult to accept this submission because, it was a pay day being 31st January, 1978 and as she was also handling the salary register and was required to get the salary vouchers prepared she was asked by the officer in-charge, whether she had got the vouchers prepared. The workman, therefore, was

obliged to leave the counter and go to the first floor, taking alongwith her the salary register, for getting the vouchers prepared. The workman also specifically stated in her letter that she herself took the salary register to the first floor after diligently closing the drawer which had no locking arrangement and after informing Smt. Mhatre, a fellow employee. Under the circumstances, she was not expected to do anything better. She could not have anticipated that the tall anonymous person who was standing near the cashier's counter and writing letters would be allowed by other members of the staff working near the cashier's counter, to enter inside the counter and take away the currency notes after opening the drawer of the counter from inside. She also could not have anticipated that the employees working inside the counter or near about would be completely oblivious about the activities of a stranger unauthorisedly entering inside the cashier's counter. The contention of Shri Naik that before going to the first floor, the workman should have handed over the currency notes to the officer-in-charge is devoid of any substance because the workman was expected to resume her duties as a cashier after handing over the register to the person concerned for preparing the salary vouchers. It is pertinent to note that in her letter under reference she specifically brought to the notice of the chief officer that there was no locking arrangement for the drawer of the counter nor was any separate cage provided for the Cashier. There is, therefore, no substance in the contention that the workman was guilty of gross-negligence. It must be remembered that gross-negligence and not mere negligence is a serious misconduct for which punishment of dismissal/removal can be inflicted. The recitals of the letter exhibit M-1 do not contain any admission on the part of the workman which can lead to an inference of gross-negligence. The charge of gross-negligence must therefore fail. The other charge is not established. The order of removal therefore, must be set aside and the workman reinstated in service.

33. Shri Naik, the learned advocate for the management contended that the workman should not be paid any back-wages as she has committed inordinate delay in raising the industrial dispute. The services of the workman were terminated on 26th August, 1978 while the demand was made for the first time on 26th October 1982 and there is no explanation for this inordinate delay. This submission is not correct because the workman had raised the dispute immediately after her removal, but she was following in a wrong court a remedy which was not available to her. It is an admitted position that immediately after removal from service, she filed a complaint, being Complaint (ULP) No. 146 of 1978 before the Third Labour Court, Bombay under the provisions of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act of 1971. This complaint was dismissed on 30th April, 1982 on the ground that the said State enactment was not applicable to the Bank. In that matter, the management filed its written statement on 2-1-79. But no contention was taken by the Bank that the above referred state legislation was not applicable to it. Thereafter by an application dated 21-8-1980 the written statement was sought to be amended and this application was allowed on 23-11-1981. It is true that the workman committed considerable delay in filing a revision application against the order dismissing the complaint. But this revision application No. 18 of 1984 was entertained and dismissed on the ground that the MRTU & PULP Act, 1971 is not applicable to the Bank. As mentioned above, the demand which resulted in this reference was made by the workman on 26-10-1982 within a reasonable time after her complaint was dismissed and long before she filed the revision application. It is, therefore, clear that the delay in making the demand was caused on account of bonafide litigating in a wrong court. There is, therefore, no justification for denying backwages which must ordinarily flow from the order setting aside the removal and reinstating the workman in her former position.

34. In the result, it is held that the action of the management of M/s. Saraswat Cooperative Bank Ltd., Bombay in removing Smt. N. G. Parulekar from service was not justified and the Bank is directed to reinstate the workman forthwith in service and to pay her full back wages from the date of

removal till actual reinstatement in service within one month from the publication of the award.

M. S. JAMDAR, Presiding Officer
[No. L-12012/126/85-D-IV(A)]

नई दिल्ली, 14 सितम्बर, 1987

का. आ. 2621 : औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मगध ग्रामीण बैंक के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं-2) धनवाद के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-87 को प्राप्त हुआ था।

New Delhi, the 14th September, 1987

S.O. 2621.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Magadh Gramin Bank and their workman, which was received by the Central Government on the 26th August, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 338 of 1986

In the matter of industrial dispute under Section 10(1)-(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Magadh Gramin Bank and their workmen.

APPEARANCES :

On behalf of the workmen—Shri J. P. Singh, Advocate.

On behalf of the employers—Shri D. K. Sharma, Advocate.

STATE : Bihar.

INDUSTRY : Banking

Dated, Dhanbad, the 20th August, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/3/86-D. II(A), dated the 20th October, 1986.

SCHEDULE

“Whether the action of the management of Magadh Gramin Bank, Kadirganj, Nawadah, P.O. & Distt. Nawadah in terminating the services of Shri Ashok Prasad, Part-time Sweeper is justified? If not, to what relief is the concerned workman entitled?”

The case of the concerned workmen is that he was serving in Kadirganj branch of the Magadh Gramin Bank since April 1980. He was made to understand that he would be taken as Messenger of the Bank as soon as the business of the Bank will achieve the target of 15 lacs. With the that understanding the concerned workmen worked full time in the Bank from 10.00 A.M. to 5.30 P.M. everyday. He was being paid Rs 50 only per month on the understanding of the management that he will get the full wages later on from the very date of his appointment. The concerned workman after opening the bank used to clean all the table, benches and their particles besides surface of the Bank. He also kept the register and files on respective tables and at the claim of the bank, he used to keep all the registers and files on proper rack. Thus he was devoting his whole time in the service of the bank since the date of his appointment and in this manner he worked for more than 5 years, continuously. The payment of Rs. 50 per month used to be paid to him by transfer credit to his account No. 470 of Magadh Gramin Bank of Kadirgunge Branch. Although the Manager of Kadir-

gunge Branch took work from the concerned workman as full time employee, he was paid on part-time basis. The Branch Manager had recommended to the Chairman of the Magadh Gramin Bank to employ the concerned workman on superior post of messenger on account of his valuable service rendered in the Bank for about 5 years. But his recommendation was not accepted by the Chairman. The Manager of Kadirgunge Branch was threatened by the Chairman for disciplinary actions the concerned workman was taken full time work instead of part time work. The Manager of Kadirgunge Branch fearing disciplinary action against him issued an order of termination of the services of the concerned workman alleging misconduct as a ground for such termination. The services of the concerned workman was terminated vide letter dt. 14-8-85. The said allegation of misconduct against the concerned workman was completely false. The management did not issue any charge-sheet nor took any disciplinary proceeding for the misconduct against the concerned workman. The concerned workman had completed 240 days of attendance in a year prior to the termination of his services. According to the provision of the I.D. Act, the concerned workman on completion of 240 days attendance in a year became a permanent employee whose services could not be terminated without giving him a fair chance to defend his case. The action of the management in terminating the services of the concerned workman suffers from the defect of unfair labour practice and vindictiveness on the part of the management. It is prayed by the workmen that the order of termination of his services be set aside and he may be reinstated as a whole time worker of the Bank with retrospective effect with full back wages.

The case of the management is that the concerned person Shri Ashok Kumar was engaged for sweeping work for half an hour. The concerned workman had to do the said part time job from 10.30 A.M. to 11.00 A.M. in the Bank for which he was paid Rs. 50 per month as per Banks Head office circular dt. 10-7-80. There is no paper to show that the concerned person was engaged as a permanent Messenger/Sweeper. The management never took the work of a Messenger from the concerned person. The management had not given any understanding to the concerned person that he will be made permanent when the Branch Office at Kadirgunge will reach the target of Rs. 15 lacs. The concerned person was not a regular employee of the Bank as the management of Magadh Gramin Bank, Gaya had earlier precluded from appointing any permanent messenger-cum-sweeper in the Bank on regular basis vide the circular of the Govt. of India dt. 28-5-81. The Branches of Magadh Gramin Bank was permitted to incur an expenditure of Rs. 50 per month for sweeping of the Bank premises involving not more than 1/2 an hour as per bank head office staff circular dt. 10-7-80 and 30-9-80. The services of concerned person were utilised for the purpose of sweeping only for 1/2 an hour daily from 10.30 A.M. to 11.00 A.M. as per the circular. The concerned person was neither appointed in the Bank as an employee nor any appointment letter had been issued to him for the jobs of the Bank. The Branch Manager of Kadirgunge Branch had been instructed not to retain the concerned person for more than his job for 1/2 an hour. The concerned person was not a regular employee of the Bank, according to the Magadh Gramin Bank staff service regulation, 1980 and hence he has no right to claim service. The Chairman, Magadh Gramin Bank is the competent authority to appoint any person of the Bank as an employee. The concerned person could not have been appointed as a permanent Sweeper/Messenger as the Bank had been prohibited for such appointment of permanent Sweeper/Messenger. The concerned person was orally engaged for sweeping work of the Bank premises and as such he was orally disallowed by the Branch Manager of Kadirgunge Branch from the month of August, 1985. The concerned person was not a regular employee of the Bank and as such there was no question of giving him an opportunity to explain before stopping him from work. The question of departmental enquiry on the allegation of misconduct arises only when a person is employed on a temporary or regular basis. The amount of wages being paid to the concerned person was shown in the expenditure of the Bank as misc. expenditure only because of the fact that the concerned person was not an employee of the Bank. It is submitted that as the concerned person was purely a temporary part-time casual worker engaged for half an hour work, the concerned

person is entitled to no relief, and his claim is fit to be rejected.

The only question to be determined is whether the termination of the services of the concerned person was justified.

The management examined three witnesses and the concerned person examined himself in the case. The documents on behalf of the management were marked as Ext. M-1 to M-5 and the documents of the concerned person has been marked as Ext. W-1 to W-7.

Admittedly, the concerned person was engaged to work as a Sweeper in Kadirgunge Branch of Magadh Gramin Bank. He had not been given any appointment letter. MW-2 Shri S. Z. Khan was the Branch Manager of Kadirgunge Branch of Magadh Gramin Bank when the concerned person was engaged to work as a Sweeper in the Branch in Kadirgunge Branch. MW-2 has stated that there was no post of regular sweeper or Peon in the said branch office during that period. He has stated that it took about an hour to clean and sweep the said branch office which consisted of 2 rooms and a verandah. He has stated that the concerned person Ashok Prashad was working as a Sweeper and was being paid from the misc. fund for sweeping purpose. It appears from his evidence that the concerned person was engaged to do part-time job of sweeper on a casual basis and in his absence some other persons were also engaged for the purpose of cleaning and sweeping the office. He has stated that it was not binding on him that he should always take the work of Sweeping from the concerned person. In his cross-examination MW-2 has stated that the concerned person used to take out the register, bring tea etc. for them and also used to take letters from the office to other places during the period he was engaged in the office. He has further clarified that the concerned person did not work in the Branch Bank throughout the day. It further appears from the evidence of MW-2 that formerly the concerned person was getting Rs. 25/- per month for sweeping job and that it was subsequently increased to Rs. 50/- per month on the orders of the headquarters of the Bank. He has stated that he cannot say the reason as to why the headquarters increased the wages from Rs. 25/- to 30/- as the circular raising the wages did not disclose the reason for the increase. He has stated that whenever the concerned person absented from work his wages for that day used to be deducted and paid to the person from whom the work was taken. MW-1 Shri T. P. Singh is a cultivator having an account in Kadirgunge Branch of Magadh Gramin Bank since 1970. He has come to state that he had seen the concerned person working in the Bank between 10.30 A.M. to 11.00 A.M. and he had not seen the concerned person working in the Bank after 11.00 A.M. to 5 P.M. It appears that MW-1 used to go to the Bank in connection with his account during the banking hours of 10.30 A.M. to 2.30 P.M. and he had not seen the concerned person working in the said Bank after 11.00 A.M. MW-3 Shri Kamta Pd. Singh was working as a Branch Manager of Kadirgunge Branch from 20-8-83 to 26-2-87. He has stated that the concerned person was working in the said branch bank since before he had joined there. He has stated that the concerned person was working as a Sweeper and was paid at the rate of Rs. 50 per month which was subsequently raised to Rs. 60 per month. According to him the concerned person was working as a Sweeper between 10.30 A.M. and 11.00 A.M. and in his absence other persons were engaged to work as Sweeper. He has denied that he had ever taken work from him in the Bank other than the Sweeper's work. He has stated that there was no post of messenger in the Branch Bank and the Branch Manager was authorised to engage any person as a Sweeper. He has also stated that the Chairman is the competent authority to appoint a messenger or any other person in the Bank. He has stated that the Attendance of the concerned person was not being maintained in the Bank and that the concerned person after completing his duty at 11.00 A.M. used to roam about in the Bazar. He has given reason as to why the concerned person was removed from the job being done by him. One of the reason stated by MW-3 is that the concerned person being a local resident used to demand that he should be made permanent and for that purpose be used to do Hangama. Another reason for removal of the concerned person is stated in Ext. M-5 according to which the concerned person used to take photo copy after stealing the circulars of the Bank. Thus it appears that MW-3 had stopped the work of the concerned person

for some misconduct being committed by him. It will also appear from the evidence of MW-3 that after the stoppage of the work of the concerned person some other Sweeper had been engaged for sometime and thereafter another Sweeper Anil Kumar was engaged who was subsequently appointed as Messenger after the Chairman had accorded sanction to the said post of Messenger in the Branch Office.

The concerned person has examined himself as WW-1. He has stated that in April, 1980 he was appointed in Kadirgunge Branch of Magadh Gramin Bank as Sweeper on a monthly salary of Rs. 25 per month and that subsequently his salary was raised to Rs. 50 per month. He has stated that he used to work from 10.30 A.M. to 4.30 P.M. in the said Branch Office of the Bank. He has denied that he was employed as a part-time worker for one hour only. He has stated about the work being performed by him in the Bank. He has stated that besides the work of sweeper he used to clean the tables, arrange the files and registers and also to carry letters for distribution and at the closing hours he used to lock all the registers and files in the Almirah. In cross-examination he has stated that he used to drop the letters of the Bank in the Post Office and did not deliver them to any person. He has also admitted that no appointment letter had been given to him and he did not get any wages for the days on which the bank was closed including Sundays. Thus he has stated about the entire job being performed by him. It is stated in para-2 of the W.S. of the concerned person that on opening the bank he used to clean all the tables, benches and other articles besides sweeping of the bank and put out registers and files on respective tables and at the time of closing of the bank he used to keep all the registers and files on the proper rack and in this way he devoted whole time. On perusal of the work which the concerned person claims to have performed in the Bank it is clear that the said work was not enough to engage him for the entire day.

I have stated above the salient features of the oral evidence adduced in this case. We have to consider the case as a whole with reference to the documents adduced in this case along with the oral evidence adduced by the parties. As there is no appointment letter to show the nature of appointment of the concerned person it has to be gathered from the materials on the record to come to a conclusion as to what was the nature of the job. According to the concerned person the Branch Manager had appointed him as a Sweeper and he was told by the Branch Manager that if he works satisfactorily he would be permanently taken as a Messenger. This assurance is not supported by any document. Moreover the Branch Manager had no right to give any assurance or to make any appointment in the Bank. The management has filed staff service regulation of Magadh Gramin Bank, 1980 which came into effect from 23-7-80. Regulation 1(3) of the said Staff Service regulation provides that this regulation shall apply to every office and other employee of the Bank provided that it shall not apply, except as otherwise provided in these regulations or to such extent as may be specifically or generally specified by the board to (1) a person employed temporarily on daily wages or to a person recruited on special contracts. It has been submitted on behalf of the management on the basis of this regulation that as the concerned person was engaged temporarily on daily wages, the staff regulation of Magadh Gramin Bank will not apply in his case. The management has further referred to regulation 2 (c) of the definition of competent authority. Competent authority means the Chairman in the case of all officers and the officer designated by the Chairman in the case of other staff in head office and the Manager in respect of staff other than the officers at Branch. Regulation 5 provides that Chairman of the Bank shall be appointing authority in respect of all the posts in the Bank, other than that of the Chairman, referred to in Regulation 3. It is thus clear that the Chairman is the only authority who can make appointment of all the posts in the Bank and the Branch Manager of the Bank under Magadh Gramin Bank has no right to make any appointment. Thus even if any Branch Manager had given assurance to the concerned person it was an assurance, which could not be fulfilled by the Branch Manager under the Staff Service Regulation. There is no case that the Chairman of Magadh Gramin Bank had given any assurance to the concerned person for appointing him in the Bank. The concerned person therefore cannot claim to be appointed as a Sweeper/

Messenger in the Bank on the assurance of the Branch Manager.

Ext. M-1 is a letter dt. 28-5-81 by the Government of India, Ministry of Finance, Department of Economic Affairs (Banking division) to the Chairman of all regional rural bank regarding the appointment of Sweepers/Messenger in the regional rural bank. It will appear that the regional bank was advised that messengers may be appointed in the Regional rural bank on purely part-time daily-wage basis. It is further stated that prior to the issue of the letter the Banks were engaging Sweepers on similar basis. It is stated that the function of the Govt. was that no such personnel be engaged by any regional rural bank on a regular basis. This letter was issued as instances had come to the notice of the department that notwithstanding the instructions dt. 27-9-80, in some regional rural bank Peons/Sweepers were being appointed on a regular basis on the pay scale as applicable to such personnel in the state Govt. It was reiterated therefore that the Sweepers/Peons/Messengers should not be appointed on a regular basis in any regional rural bank and if the appointment of such person was necessary such personnel may be engaged on a part time basis and their wages determined with reference to the hours of work done in a day. Ext. M-1 dt. 29-9-78 was a letter issued by the Chairman of Magadh Gramin Bank office at a period earlier than the issuance of the letter Ext. M-4. It appears from Ext. M-1 that it was decided in the meeting of the directors of Magadh Gramin Bank on 7-8-78 that each Branch Office of the Bank was sanctioned Rs. 25 per month for sweeping job. It appears from this letter that the Branch Manager had earlier been told that it will not take more than half of an hour to clean the branch bank and as such the amount of Rs. 25 was enough to meet the wages of the part-time sweeper. It is further stated that the said job was purely of a temporary casual nature and that the wages for the purpose was to be met from the head misc. expenditure and as such it is clear from this letter that the appointment for the purpose of Sweeping of the Branch Bank was part time and of a purely casual and temporary nature and that the expenditure was to be made from the head misc. expenditure. This leads us to the fact that the person engaged for doing the sweeping work was not an employee of the branch bank and that he was just a part time labourer being paid out of the contingency on the monthly basis. Ext. M-2 dt. 10-7-80 will show that the wages of the Sweeper was increased from Rs. 25 to Rs. 50 per month. Ext. M-3 dt. 30-9-81 refers to the letters Ext. M-1 and M-2. It is stated that although the Branch Manager were directed that the work of sweeping of the Branch bank is not expected to take more than half an hour for which the sweeper was paid wages @Rs. 50 per month but it came to the knowledge of the Magadh Gramin Bank that in some of the branches of the Bank the Sweeping Mazdoors were being detained for the whole day for doing other work of the Bank which was a clear disobedience of the direction and as such the managers were directed that the sweepers should not be taken any other work in the bank and they should not be detained after the sweeping work is completed within about half an hour and in case of failure of the said instruction the Branch Managers will be personally made liable for non-observance of the instructions. Ext. M-6 is a letter from the Govt. of India, Ministry of Finance Banking Division dt. 16-12-80 in which some clarifications were made regarding appointment of messengers in the Regional Rural banks. It appears that some of the Chairman made reference to the department and sought clarification on certain matters. The essence of the letter is that the Regional rural bank in order to carry on day to day work part time messengers may be appointed on purely daily wage basis keeping in view the work load and the legal condition and the wages were to be determined with reference to the hour of work put in by the messengers/peon. It further states that as regards applicability of the Staff Regulation to such daily rated messenger who are not regular employees, the staff service regulation will not be applicable to them. I have discussed above the letters to show that the Sweepers in the branch bank of Magadh Gramin Bank could not be appointed by the Branch Manager and that any person who was engaged as Sweeper or messenger was a part time Sweeper on purely daily wages basis being paid monthwise.

The concerned person has exhibited Ext. W-1 dt. 24-1-84 and Ext. W-2 dt. 31-1-85 which shows that MW-3 who was

the Branch Manager of Kadirgunge Branch of the Magadh Gramin Bank had written to the Chairman that the business of the branch has increased to more than 15 lacks in a year and as the concerned person who was working as a fulltime since the opening of the branch bank may be selected for the post of Messenger, Ext. W-3 dt. 27-5-85 is a letter from the G.M. of the Head office of the Magadh Gramin Bank to the Manager of branch office Kadirgunge. By this letter the Branch Manager was asked to intimate about the working hours of the concerned person allowed by the Branch Manager as earlier the Headquarters had issued instruction to Branch Managers regarding the working of Peons. Ext. W-4 dt. 14-8-85 is a letter from the Branch Manager of Magadh Gramin Bank, Kadirgunge branch to the concerned person by which the work of the concerned person was stopped with effect from 14-8-85 on the ground of misconduct. Ext. W-5 and W-7 are petitions filed by the concerned person to the Chairman, Magadh Gramin Bank for his appointment as Messenger. The recommendation made in Ext. W-1 and W-2 and W-5 for the appointment of the concerned person as Messenger were not accepted by the Chairman of Magadh Gramin Bank who was the legal authority to make any appointment in the Bank. It is clear that the concerned person had never been appointed as a Sweeper/Messenger/Peon by the Chairman of Magadh Gramin Bank who was the legal authority to make any such appointment in the Bank. I have already discussed above that the concerned person was engaged to work as a Sweeper and was being paid his wages out of the head "Misc. expenditure" and as such he was being paid out of the contingent amount and was not paid as an employee of the Bank. The Branch Manager who might have assured or have taken work from the concerned person in the Bank for more than half an hour but that will not entitle the concerned person to claim as a matter of right that he should be appointed as a Sweeper/Messenger/Peon in Magadh Gramin Bank. Although the Branch Manager had stopped the work of the concerned person on the allegation of misconduct the concerned person was not an employee of the bank and as such he will not be governed by the Staff Regulation of Magadh Gramin Bank and therefore it cannot be said to be a case of dismissal of the concerned workman from the service of Magadh Gramin Bank or that he was entitled to be reinstated as the provision of Section 25F were not complied with. It has been submitted on behalf of the concerned person that he had completed more than 240 days of attendance in a year in the Bank and as such his services could not have been terminated without compliance of the provision of Section 25F of the I.D. Act. I have already discussed above that the concerned person was not an employee of the Bank and as such he was not a workman. The provision of Section 25F of the I.D. Act is therefore not applicable in his case.

Considering the entire facts, evidence and circumstances of the case I hold that the concerned person was not an employee in Kadirgunge Branch of Magadh Gramin Bank and that he was simply a part time daily rated Sweeper engaged purely on a casual basis the expenditure of which were met by the contingency.

In the result I hold that the action of the management of Magadh Gramin Bank, Kadirgunge Branch in terminating the services of the concerned person Shri Ashok Prasad is justified and that the concerned person is not entitled to any relief.

This is my Award.

I. N. SINHA, Presiding Officer

[No. I-12012/3/86-D.IV(A)/D.II(A)]

का या 2622.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, न्य इन्डिया एशोकेस क. लि. के प्रबंधक से सम्बद्ध नियोक्तों और उनके कर्मचारियों के बीच अंतर्गत में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट को प्रभावित करती है, जो केन्द्रीय सरकार की 27-9-1987 को प्राप्त हुआ था।

S.O. 2622.—In pursuance of section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the New India Assurance Co. Ltd., and their workmen, which was received by the Central Government on the 27th August, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL, TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, this the 10th day of August, 1987

PRESENT :

Shri B. N. Lalge, B. A. (Hons.), LL.B., Presiding Officer-

Central reference No. 52/87. Old No. 16/86.
I Party.

P. O. Anthony, represented by the,
Joint Secretary, New India,
Assurance Company Ltd.,
southern Region Employees Assn.,
Unity Building Annexe,
Mission Road, Bangalore-27.

-Vs-

II Party.
The Regional Manager,
New India Assurance Company Ltd.,
Unity Building Annexe,
Mission Road, Bangalore-27.

APPEARANCES

For the I Party : Sri M. G. Sathyanarayana Murthy,
Advocate, Bangalore.

For the II Party : Sri Chinnappa K. Kambayanda,
Advocate, Bangalore.

AWARD

The Government of India by its order No. L-17012/38/85-D-IVA dated : 21-8-1986 made the present reference to the Industrial Tribunal, Bangalore.

2. By order No. L-11025/A/87/D-IV(B) dated : 13-2-1987, the said reference has been transferred to this Tribunal. The point of dispute referred is as follows :—

POINTS OF DISPUTES

1. Whether the action of the management of New India Assurance Company Ltd., Bangalore in refusing to regularise the services of 12 workmen shown in the Annexure is justified ? If not, to what relief the workmen concerned are entitled ?

ORDER

3. Parties file a joint memo. The parties and their Advocates admit about the contents and execution of the Joint Memo. It is in the interest of justice and also in the interest of the I Party workman, it is accepted and an award is hereby passed in terms of the Joint Memo. It shall form part and parcel of the award.

B. N. LALGE, Presiding Officer
[No. L-17012/38/85-D-IV(A)]
K. J. DYVA PRASAD, Desk Officer

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL), BANGALORE

Central Ref. No. 52/1987

First Party :

P. O. Antony,

Represented through Jt. Secretary,
The GIC Employees Union,
South Zone, Bangalore.

Vs.

Second Party :

New India Assurance Co. Ltd.,

Under Order 23 Rule 3 of the Code of Civil Procedure, the parties to the above dispute submit as follows :

1. The parties to the above dispute have arrived at the settlement that the First Party Sri P. O. Antony will be appointed to the post of Sub-staff with effect from August 1987 without any claim for back wages.

2. The basic pay will be fixed at Rs. 490 on par with the Sub-staff appointed subsequent to the settlement arrived at dated 26-6-85 who had raised a similar dispute and the settlement arrived at by the Second Party with the Union of the First Party that persons who appeared for the interview against notified vacancies and found eligible in accordance with the qualifications and other eligibility criteria, as per the prescribed regulations, will be appointed from amongst persons who have raised the dispute.

For The New India Assurance Co. Ltd.,

3. The First Party workman will thereby get the increments in pay given to the other employees who were absorbed in August 1985. The First Party workman is entitled to weightage of two years for considering his services for eligibility for promotion. The First Party Workman shall not be entitled to claim any other privileges or benefits from the Second Party and the above dispute may be disposed of by a consent award passed in terms of the above settlement.

Sd. Illegible

Advocate for First Party.

Sd. Illegible

Advocate for Second Party.

Bangalore,

Date : 10-8-1987.

The GIC Employees Union 87,

New India Assurance Co. Ltd.,

Unity Building, Annexe,

Mission Road Bangalore-560027.

First Party.

for The New India Assurance Co. Ltd.,

Duly Constituted Attorney.

Second Party.

नई दिल्ली, 14 सितम्बर, 1987

का. आ. 2623.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार व मूलनकारारी कोलियरी, भोवरा ऐरिया न. XI मेसर्स बी. सी. सा. एल. के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-87 को प्राप्त हुआ था।

New Delhi, the 14th September, 1987

S.O. 2623.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhulabarare Colliery, Bhowra Area No. XI of M/s. B.C.C. Ltd. and their workmen, which was received by the Central Government on the 31-8-87.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 6 of 1986

1

2

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Bhulan-bararee Colliery Bhowra Area No. XI, Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen—Shri S. Bose, Secretary, R.C.M.S., Dhanbad.

On behalf of the employers—Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 21st August, 1987

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012(84)/85-D.IV(B), dated, the 20th/30th December, 1985.

SCHEDULE

"Whether the action of the management of Bhulan Bararee Colliery Bhowra Area No. XI, M/s. Bharat Coking Coal Limited in not protecting the minimum guaranteed wages on regularisation of Shri Jagdish Yadav and 64 others at Annexure-A is justified? If not, to what relief the workmen concerned are entitled?"

In this case both the parties made their appearance but did not file W.S. etc. Ultimately on 4-8-87 both the parties appeared before me and filed a Joint Compromise petition under the signature of both the parties. I heard the parties on the said Joint Compromise petition and I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly, I pass an Award in terms of the Joint Compromise petition which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer

21-8-1987.

ANNEXURE A

Sl. No. Name of workmen

- | 1 | 2 |
|----------------------------|---|
| 1. Shri Jagdish Yadav | |
| 2. Shri Jainul Abedin. | |
| 3. Shri Basdeo Yadav. | |
| 4. Shri Jansaluddin. | |
| 5. Shri Banarsi Sao. | |
| 6. Shri Devi Sharan Singh. | |
| 7. Shri Mahahal Rajwar. | |
| 8. Shri Jhaman Gope. | |
| 9. Shri-Saheb Ram Rawani. | |
| 10. Shri Amla Gor. | |
| 11. Shri Bihar Dusadh. | |
| 12. Shri Haripada Bowri. | |
| 13. Shri Badri Harijan. | |
| 14. Shri Bhaso Paswan. | |
| 15. Shri Badal Bowri. | |
| 16. Shri Unus Mian. | |
| 17. Shri Ramasish Kamar. | |
| 18. Shri Bijoy Bhara. | |
| 19. Shri Bisar Manjhi. | |
| 20. Shri Shyam Lal Singh. | |
| 21. Shri Tarubin. | |
| 22. Shri Motilal Modi. | |
| 23. Shri Shiv Parsal Das. | |
| 24. Shri Kailash Nonia. | |

25. Shri Ramlal Manjhi.
26. Shri Lakhandeo Prasad.
27. Shri Baidyanath Prasad.
28. Shri Sahdeo Mian.
29. Shri Ishwar Modi.
30. Shri Ramdeo Gope.
31. Shri Bihari Dusadh.
32. Shri Jagdish Singh.
33. Shri Debu Bowri.
34. Shri Gaur Shankar Kandu.
35. Shri Daso Gope.
36. Shri Jagdish Yadav.
37. Shri Ramaswaroop Paswan.
38. Shri Md. Habib Ansari.
39. Shri Hamid Mian.
40. Shri Harihar Gope.
41. Shri Ramniksh Harizan.
42. Shri Karu Bhuia.
43. Shri Saudagar Bhuia.
44. Shri Suresh Yadav.
45. Shri Kalim Ansari.
46. Shri Rop Lal Bouri.
47. Shri Bideshi Bhuia.
48. Shri Sali Mian.
49. Shri Somra Gareri.
50. Shri Manbodh Mudi.
51. Shri Rajendra Sao.
52. Shri Murat Gor.
53. Shri Bindhyachal Gope.
54. Shri Rameshwar Pd. Koiri.
55. Shri Guni Singh.
56. Shri Bineshwar Mahato.
57. Shri Ramashis Yadav.
58. Shri Braj Bihari Gope.
59. Shri Gokul Singh.
60. Shri Dwarka Sao.
61. Shri Muneshwar Gor.
62. Shri Noor Mohammad.
63. Shri Laxman Sonar.
64. Shri Israil Mian.
65. Shri Bhikhari Nonia.

I. N. SINHA, Presiding Officer

[No. L-24012/84/85-D.IV(B)]
R. K. GUPTA, Desk Officer**ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, DHANBAD

In the matter of Reference No. 6/86

PARTIES :

Employers in relation to the Management of Bhulan-bararee Colliery of Bhowra Area No. XI of Bharat Coking Coal Limited, P.O. Bhowra, Dist. Dhanbad.

AND

Their workmen.

JOINT COMPROMISE PETITION OF THE EMPLOYERS
AND WORKMEN

The above mentioned employers and workmen most respectfully beg to submit jointly as follows :—

(1) That the employers and the workmen/sponsoring union have jointly negotiated the matter covered by the aforesaid reference with a view to coming to an amicable and overall settlement of the dispute.

(2) That as a result of such negotiations, the employers and the workmen/sponsoring union have come to a mutually acceptable and amicable settlement of the dispute on an overall basis on the following and conditions:—

(a) It is agreed that the Management shall protect the Group wages of Group V or Group VA as the case may be, in which the workers covered by the reference, were working they prior to their being diverted to the time rated jobs and shall be fitted in the respective categories in which they are working. The difference of wages if any arising out of this conversion and fitment shall be paid to the concerned workman and shall be effective with effect from 30th December, 1985.

(b) It is agreed that in the above process the workmen under reference will be paid annual increments in their respective time-rated categories after one year from the date their wages have been protected i.e. 30-12-85.

(c) It is agreed that this is an overall settlement in full and final settlement of all the claims of the workmen concerned arising out of the aforesaid reference.

In view of the above, the employers and the workmen/sponsoring union jointly pray that the Hon'ble Tribunal may be pleased to give an award in terms of the above agreement and dispose of the reference accordingly.

Secretary,

Rashtriya Colliery,

Mazdoor Sangh,

For & on behalf of workmen.

Dated the 5th day of March, 1987.

at Bhulanbararee.

Agent,

Bhulanbararee Colliery,

Bharat Coking Coal Ltd.,

For & on behalf of the Employers.

Personnel Manager,

Bhowra Area,

Bharat Coking Coal Ltd.,

For & on behalf of the Employers.

नई दिल्ली, 15 सितम्बर, 1987

का. आ. 2624.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार कोयला खनन सेक्टर भारत कोकिंग कोल लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2 धनबाद, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31 अगस्त, 1987 को प्राप्त हुआ था।

New Delhi, the 15th September, 1987

S.O. 2624.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Koyala Bhawan of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 31st August, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri I. N. Sinha, Presiding Officer.

Reference No. 100 of 1987

In the matter of industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

PARTIES:

Employers in relation to the management of Koyala Bhawan of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES:

On behalf of the workmen: Shri B. Mishra, Union Representative.

On behalf of the employers: Shri U. Mishra, Law Officer.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, the 21st August, 1987

AWARD

The Government of India, Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 had referred the following dispute to the then Central Government Industrial Tribunal No. 3, Dhanbad for adjudication. Subsequently the said dispute was transferred to this Tribunal from the then Central Government Industrial Tribunal No. 3, Dhanbad vide Ministry's Order No. L-20025(9)/85-D.III(A), dated, the 22nd December, 1986.

SCHEDULE

"Whether the action of the management of Messrs. Bharat Coking Coal Limited, Dhanbad in stopping from work S/Shri Mahendra Prasad, Kulash Chandra and Ashok Kumar from 1-9-1982 is justified? If not, to what relief are these workmen entitled?"

The case of the workmen is that the concerned three workmen S/Shri Mahendra Prasad, Kulash Chandra and Ashok Kumar were appointed on 20-11-1981 on permanent vacancy for watering and maintenance of trees in Bhuli Nagar Colony by the management of M/s. BCCL. The concerned workmen continuously worked upto 31-8-82 and put in more than 240 days attendance in 12 calendar months. The management stopped them from their work with effect from 1-9-82 without assigning any reason. The concerned workmen were paid @ Rs. 8.75 per day per head without any fringe benefits although they were entitled to atleast Cat. I wages with all fringe benefits under NCWA agreement. As the concerned workmen were engaged on permanent job they should not have been stopped from their services arbitrarily. The concerned workmen became permanent automatically after serving the management for continuous 3 months. They have put in more than 240 days attendance in a year and stoppage of their work will amount to retrenchment. The manage-

ment did not follow the mandatory provision of Section 25F of the I. D. Act. On the above grounds it is submitted that the stoppage of the work of the concerned workmen with effect from 1-9-82 is illegal and unjustified. It is prayed on behalf of the workmen that they should be allowed to resume duty with full wages since the date of the stoppage of their work and should be paid Cat. I wages along with other benefits.

The case of the management is that the reference is not legally maintainable. M/s. B.C.C.L. had a Township at Bhuli for the residential purpose of the workers and staff employed in different coal mines, offices and industrial establishment which was far away from the coal mines. The management of BCCL planted saplings on the road sides of the aforesaid Bhuli Township. The three concerned workmen were employed temporarily for watering the plants and sapplings so that the plants may not dry. The work assigned to the concerned workmen was purely temporary for a limited period from 23-11-81 to 31-8-82. The plants and sapplings were not required to be watered once they were firmly rooted. The plants and sapplings, in course of the said period when the concerned persons were engaged, got firmly rooted and as such the services of the concerned persons were not required and as such their services were terminated with effect from 1-9-82.

Bhuli Township is not a mine under Section 2(b) of the I. D. Act, 1947 read with Section 2(j) of the Mines Act. The concerned persons were not persons employed in a mine and as such the Central Government is not the appropriate Government in relation to Bhuli Township of M/s. B.C.C.L. The reference made by the Central Government is therefore bad in law and this Tribunal which has been constituted by the Central Government has no jurisdiction to entertain and to proceed with the reference sent for adjudication. The concerned persons were not employed in the industry of M/s. BCCL. The planting and watering of sapplings cannot be called systematic activity of M/s. B.C.C.L. and it cannot partake the nature of business trade undertaking, manufacture, or calling of employers. The plants and sapplings cannot be termed as industry as defined within the meaning of Section 2(i) of the I.D. Act and there cannot be any industrial dispute with regard to such persons within the meaning of Section 2(k) of the I.D. Act. The plants and trees on the two sides of the road of the township can be called horticulture and the parliament has no power to legislate with respect to land having horticulture as that is the exclusively state subject. The job being performed by the concerned person was not of permanent nature and the management no longer required their services for the job for which they were engaged. The concerned persons were paid wages @ Rs. 8.75 P. under the minimum wages as fixed by the State Government of Bihar for Building construction. On the above facts it is prayed by the management that it be held that the action of the management is fully justified and that the concerned persons are not entitled to any relief.

The only point for consideration in this case is whether the management was justified in stopping the concerned workman from 1-9-82.

The workmen examined two witnesses and the management examined one witness in support of their respective cases. The documents on behalf of the workmen were marked Ext. W-1 series and Ext. W-2. The management did not produce any documents.

Admittedly the concerned persons did not get any appointment letter. The workmen have filed a note of the management which is marked Ext. W-2. The said note Ext. W-2 shows that three persons (concerned workmen) were deployed to water and look after the newly planted plants at Bhuli Township on daily contractual wages of Rs. 7 per head with effect from 20-11-81. This arrangement was made till some other permanent arrangement for the watering and nursery of the plants are made. The Sr. Administrative Officer of Bhuli Township Administration had requested for sanction of amount for their payment for a period of three months. The note of the Personnel Manager, Administration dated 28-11-81 in Ext. W-2 shows that the rate proposed by the Sr. Administrative Officer in his note was finalised for the maintenance of trees and suggested for engaging a contractor for watering of the trees in Bhuli Township. The Addl.

Chief Personnel Manager, Administration approved the note-sheet with a note that the rate of payment to the persons engaged for watering will be the same as that of such persons engaged in Koyalnagar. The last note in Ext. W-2 of the Sr. Administrative Officer of Bhuli Town Administration shows that Rs. 8.75 per head per day had been sanctioned for the work of watering of the plants at Koyalnagar and therefore be requested for sanction for the payment of the three concerned persons @ Rs. 8.75 from 1-5-82 to 31-8-82 at, calculated by him. What appears from Ext. W-2 is that the concerned persons were engaged to water and look after the newly planted plants at Bhuli Township on daily contractual wages with effect from 20-11-80. The document produced by the workmen themselves shows that they were not appointed as an employee of BCCL but their engagement was on daily contractual wages. The concerned workmen claimed in para 2 of their written statement that they were appointed on permanent vacancies but Ext. W-2 has made the position quite clear and belies the case of the workmen that they were appointed as against permanent vacancies. The concerned persons were actually engaged on daily contractual wages and they were not employees of BCCL.

The workmen have filed payment and Attendance sheets Ext. W-1 series of the three concerned persons for the month of November, 1981 to May, 1982 to show that the concerned persons had worked for more than 240 days during the period of their engagement. These documents and Ext. W-2, no doubt, show that the concerned persons had attendance of more than 240 days during the period of their engagement. It is submitted on the basis of the said attendance that with the stoppage of their work under the circumstances, amounts to retrenchment and as the conditions precedent to their retrenchment had not been followed, their termination was illegal and void and they will be deemed to continue in the services of the management. The 'workmen' has been defined under Section 2(s) of the I.D. Act to mean any person employed in any industry to do any skilled or unskilled manual work etc. for hire or reward. Section 2(j) defines industry to mean any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft or industrial occupation or avocation of a workman. The job of watering the sapplings will not be covered under the definition of the industry as the same was neither a business, trade, undertaking, manufacturing or calling of employers. Thus it is clear that the work for which the concerned persons were employed was not an industry and as they were not employed in any industry they cannot be termed as workman under the definition of the I.D. Act. Accordingly, I hold that the concerned persons are not 'workman' within the meaning of Section 2(s) of the I. D. Act and as such their stoppage of work cannot amount to retrenchment.

It has been submitted on behalf of the management that Bhuli Township is not a mine under section 2(b) of the I. D. Act read with Section 2(j) of the Mines Act and as such the work of watering the sapplings by the concerned workmen cannot amount to work in the mine. MW-1 has stated that there are only employees quarters in Bhuli Township and no mining operation is done in that township. He has further stated that in the Township office no statutory registers are maintained as the said office comes under the Township Headquarters. WW-1 who is one of the concerned person has stated in para 3 of his deposition that in Bhuli Township there are only workmen's quarters and no mine. It is clear, therefore, that no activity of mine was being done in the Bhuli Township. Section 2(b) of the I.D. Act has not itself defined mine but has referred to the definition in Section 2(i) of the Mines Act. Section 2(1) of the Mines Act defines mines which means any excavation where any operation for the purpose of searching for or obtaining minerals has been or is being carried on. It further includes the different operations which are included under the definition of Mine. On careful reading of the Section it is clear that the planting of trees and watering of the sapplings in the Township meant for the residences of the colliery workers cannot be included under the definition of mines and accordingly the persons engaged to water and maintain the said plant cannot be said to be a mine. The appropriate Government has been defined under Section. 2(a) of the I.D. Act. It will appear that an appropriate Government in relation to a mine is the Central Government and the State Government is the appropriate Gov-

ement in relation to any other industrial dispute which is not covered under Section 2(a)(i) of the I. D. Act. As the work of watering of sapplings by the concerned workmen will not be covered under the definition of mine, the Central Government is not the appropriate Government for referring an industrial dispute. I hold that the Central Government which has referred the present dispute to this Tribunal is not the appropriate Government in respect of the dispute which has been raised on behalf of the concerned workmen. The reference therefore appears to be bad in law and not maintainable.

In the result, I hold that the act of the management of Messrs Bharat Coking Coal Limited, Dhanbad in stopping from work S/Shri Mahendra Prasad, Kailash Chandra and Ashok Kumar from 1-9-1982 is justified and consequently the concerned persons are entitled to no relief.

This is my Award.

Dated : 21-8-87.

I. N. SINHA, Presiding Officer

[No. L-20012/346/83-D.III(A)]

[No. L-20025/9/85-D.III(A)]

का. बा. 2625:—औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बरार क्षेत्र नं. 1, मैसर्स भारत कोकिंग कोल लिमिटेड के प्रबन्धन के सम्बन्ध निरोजकों और उनके कर्मकारों के बीच, अनुबन्ध में विवादित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या-2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 31 अगस्त, 1987 को प्राप्त हुआ था।

S.O. 2625.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Barora Area No. 1 of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 31st August, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.
Reference No. 111 of 1985

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Barora Area No. 1 of Messrs. Bharat Coking Coal Limited and their workman.

APPEARANCES :

On behalf of the workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

On behalf of the employers—Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dated, Dhanbad, the 21st August, 1987

AWARD

The Government of India, Ministry of Labor in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (93)/85-D.III(A), dated, the 31-7-1985.

SCHEDULE

“Whether the demand of Bihar Colliery Kamgar Union that Shri S. K. Sarkar should be regularised as

Senior Statistical Assistant in Technical and Supervisory Grade-B by the management of Barora Area No. 1 of M/s. Bharat Coking Coal Limited, is justified? If so, to what relief is the said workman entitled and from what date?”

In this case both the parties filed their respective W.S. documents etc. Ultimately at the stage of oral evidence, when the case was fixed on 4-8-87 both the parties appeared and filed before me a Joint Compromise petition. I heard the parties on the said Joint Compromise petition and I do find that the terms contained therein are very fair and proper. Accordingly I accept the same and pass an Award in terms of the said Joint Compromise Petition which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer

[No. L-20012/93/85-D.III(A)]

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD IN THE MATTER OF REF. NO. 111 OF 1985

PARTIES :

Employers in relation to the management of Barora Area of M/s. Bharat Coking Coal Ltd., P.O. Nawagarh, Dist. Dhanbad.

AND

Their workmen.

JOINT COMPROMISE PETITION OF THE EMPLOYERS AND WORKMEN

The above mentioned employers and workman beg to submit jointly as follows :—

1. The employers and the workman have jointly negotiated the matter covered by the aforesaid reference with a view to arriving at a mutually acceptable settlement.

2. That as a result of the negotiation held as aforesaid the Management and the workman have agreed to settle the matter on the following terms :—

(a) It is agreed that the workman concerned Shri S. K. Sarkar will be promoted by the Management to the post of Clerk Spl. grade as per recommendations of D.P.C. held in November, 1986. The above promotion order shall be effective w.e.f. 1-1-1983

(b) It is agreed that Shri Sarkar will be regularised as Sr. Statistical Asstt. in Tech. and Sup. Grade-B with effect from 1-10-86.

(c) It is agreed that this is an overall settlement in respect of the matters covered by the aforesaid reference in full and final settlement of the claims of the Union/workman concerned.

3. That the employers and workman consider that the aforesaid agreement/settlement is fair, just and reasonable to both the parties.

Sd/-

V. R. Joshi,

Personnel Manager,

Barora Area

For and on behalf of Employer

Sd/-

Secretary,

Bihar Colliery Kamgar Union,
Barora Branch.

Sd-

(S. K. Sarkar),

Workman concerned.

I. N. SINHA, Presiding Officer

का. आ. 2626: औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार धर्मबन्ध कोलियरी मैनेजर्स भारत कोकिंग कोल लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2-धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31 अगस्त, 1987 को प्राप्त हुआ था।

S.O. 2626.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Dharmaband Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 31st August, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 63 of 1987

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Dharmaband Colliery of Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen—Shri G. D. Pandey, Joint General Secretary, RCMS.

On behalf of the employers—Authorised Representative of the management.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 21st August, 1987

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/234/86-D.III(A), dated, the 22nd January, 1987.

SCHEDULE

"Whether the action of the management of Dharmaband Colliery of Bharat Coking Coal Limited in retiring from service their workman, Shri Bara Radhu Mahto, Timber Mistry from 7-3-1986 was justified? If not, to what relief is this workman entitled?"

In this case none of the parties filed their W.S. documents etc. Thereafter the case was fixed on 27-7-87 when both the parties appeared before me and filed a Petition of Compromise. I heard the parties on the said petition of compromise and I find that the terms of compromise is fair and proper. Accordingly I accept the same and pass an Award in terms of the compromise petition which forms part of the Award as Annexure.

Dated : 21-8-87

I. N. SINHA, Presiding Officer

[No. L-20012/234/86-D.III(A)]

P. V. SREEDHARAN, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

Reference No. 63 of 1987

Employers in relation to the management of Dharmaband Colliery;

AND

Their workmen.

Petition of Compromise

1. That the Central Government by notification No. L-20012/234/86-D. III(A) dated 22-1-87 has been pleased to refer the present dispute for adjudication on the issue contained in the Schedule of reference which is reproduced below :—

SCHEDULE

"Whether the action of the management of Dharmaband Colliery of Bharat Coking Coal Limited in retiring from service their workman Shri Bara Radhu Mahto Timber Mistry from 7-3-1986 was justified? If not, to what relief is this workman entitled?"

2. That the above dispute has been amicably settled by the parties to the dispute on the following terms:—

TERMS OF SETTLEMENT

- That the concerned workman Shri Bara Radhu Mahto will be sent to the Medical Board for assessment his age within 15 days from the date he reports before the management.
- That the age determined by the Medical Board will be final and binding on both the parties and the concerned workman.
- That the concerned workman will be taken in employment within 15 days from the date of assessment of his age by the Medical Board if he has not yet attained the age of superannuation.
- That the period of idleness from 7-3-1986 till his employment in case the age is declared in his favour by the Medical Board will be considered as leave without wages.
- That continuity of service will be maintained but the concerned workman will not be entitled to any wages for the idle period.

3. That in view of the settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Honble Tribunal will be graciously pleased to accept the settlement as fair and proper and he pleased to pass the Award in terms of the settlement.

Sd/-

For the workman

for Rashtriya Colliery Mazdoor Sangh
Joint General Secretary.

Sd/-

For the Employers
General Manager
Area No. III

I. N. SINHA, Presiding Officer

नई दिल्ली, 17 सितम्बर, 1987

का. आ. 2627:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैंक आफ इंडिया के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-87 को प्राप्त हुआ था।

New Delhi, the 17th September, 1987

S.O. 2627.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Government on the 2nd September, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case Reference No. CGIT/LC(R)(85)/1984

PARTIES :

Employers in relation to the management of Bank of India, Lashkar (Gwalior) M.P.,

AND

Their workman, Shri Murarilal Jatav, represented through the M.P. Bank Employees Association, Hind Floor, Singhal Bhawan, Jayendraganj, Gwalior (M.P.).

APPEARANCES :

For workman—Shri V. K. Bahal.

For management—Shri V. R. Rao.

INDUSTRY : Banking. DISTRICT : Gwalior (M.P.)

AWARD

Dated, the 21st August, 1987

In exercise of the powers conferred by Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Central Government in the Ministry of Labour has referred the following dispute vide Notification No. L-12012/53/84-D.II(A) dated 26th October, 1984, for adjudication :—

“Whether the action of the management of Bank of India, Dal Bazar, Lashkar (Gwalior) in not absorbing and terminating the services of Shri Murarilal Jatav with effect from 19th October, 1981 is justified? If not, to what relief is the workman concerned entitled?”

2. On receipt of the reference order parties filed their pleadings and documents, adduced evidence and addressed arguments and the case was reserved for passing an award. But before the award could be passed good sense prevailed in the parties and they have mutually settled the dispute and filed a petition containing the terms of settlement duly signed by the parties and the workman concerned, Shri Murarilal Jatav. Parties have also verified the settlement before this Tribunal. The terms as incorporated in the settlement petition are as under :—

1. That Shri Murarilal Jatav and Shri Ramgopal Batham be employed in the Bank against clear vacancy of subordinate staff that may exist in District Gwalior Madhya Pradesh Zone of Bank of India.
2. That the seniority of Shri Murarilal Jatav and Shri Ramgopal Batham be protected in respect of four following subordinate staff who were engaged in permanent service of the Bank w.e.f. 4th June, 1985 :

- (a) Shri Harish Chand Son
- (b) Shri Heeralal Mandelia
- (c) Shri Prakash Chand Jatav
- (d) Shri Keshav Singh

For this purpose M/s. Murarilal Jatav and Ramgopal Batham be fitted at the basis pay of Rs. 450 from the date of their appointment. However, they are not entitled for any other benefit whatsoever on this ground.

3. That Shri Murarilal Jatav and Shri Ramgopal Batham are not entitled for payment of any amount towards back wages, costs etc.

4. That Shri Murarilal Jatav and Shri Ramgopal Batham shall be absorbed in the Bank service within fifteen days of this honourable Courts acceptance of this settlement.

3. I have perused the afore mentioned terms of settlement and I am of the opinion that the terms of settlement are fair, just and proper and in the interest of the workman, Shri Murarilal Jatav, I therefore accept and record my award in terms of the above settlement. No order as to costs.

V. S. YADAV, Presiding Officer
[No. L-12012/53/84-D.II(A)]

का. आ. 2628:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अंतर्गत में, केन्द्रीय सरकार, बैंक आफ इंडिया के प्रबंधन में सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जवाहरपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-9-87 को प्राप्त हुआ था।

S.O. 2628.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Government on the 2nd September, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case Reference No. CGIT/LC(R)(20)/1983

PARTIES :

Employers in relation to the management of Bank of India, Gwalior,

AND

Their workman, Shri Ram Gopal Batham, Sub staff C/o Singhal Bhawan, 2nd Floor, Jayendraganj, Gwalior (M.P.).

APPEARANCES :

For Workman—Shri V. K. Bahal.

For Management—Shri V. R. Rao.

INDUSTRY : Banking DISTRICT : Gwalior (M.P.)

AWARD

Dated, the 24th August, 1987

Central Government by their Notification No. L-12012/176/82-D.II(A) dated 30th May, 1983 have referred the following dispute to this Tribunal, for adjudication :—

“Whether the action of the management of the Bank of India in relation to its Dal Bazar Lashkar (Gwalior) Branch in terminating the services of Shri Ram Gopal Batham, sub-staff from December, 1981 is justified? If not, to what relief is the workman concerned entitled?”

2. On receipt of the reference order parties filed their pleadings and documents, issues were framed, evidence recorded and even arguments were also heard. Thereafter the case was reserved for dictation of award. But before the award could be passed good sense prevailed in the parties and they have settled the dispute mutually and filed a petition containing the terms of settlement duly signed by the parties and the workmen concerned Shri Ram Gopal Batham and Shri Murarilal Jatav. Parties have also verified the settlement before this Tribunal. The terms as incorporated in the settlement petition are as under :—

1. That Shri Murarilal Jatav and Shri Ramgopal Batham be employed in the Bank against clear vacancy of sub-ordinate staff that may exist in District Gwalior Madhya Pradesh Zone of the Bank of India;

2. That the seniority of Shri Murarilal Jatav and Shri Ramgopal Batham be protected in respect of four following subordinate staff who were engaged in permanent service of the Bank w.e.f. 4-6-1985:

- (a) Shri Harish Chand Son
- (b) Shri Heeralal Madhwa
- (c) Shri Prakash Chand Jatav
- (d) Shri Keshav Singh

For this purpose M/s. Murarilal Jatav and Ram Gopal Batham be fitted at the basis pay of Rs. 450 from the date of their appointment. However, they are not entitled for any other benefit whatsoever on this ground.

3. That Shri Murarilal Jatav and Shri Ramgopal Batham are not entitled for payment of any amount towards back wages, costs etc.

4. That Shri Murarilal Jatav and Shri Ramgopal Batham shall be absorbed in the Bank service within fifteen days of this honourable Courts acceptance of this settlement.

3. I have perused the above terms of settlement and I am of the opinion that the terms of settlement are fair, just and proper and in the interest of the workman, Shri Ram Gopal Batham, Sub-staff. I therefore record my award in terms of the above settlement. No order as to costs.

V. S. YADAV, Presiding Officer

[No. L-12012/176/82-D.II(A)]

N. K. VERMA, Desk Officer

